The Solicitors' Journal.

LONDON, MAY 24, 1884.

CURRENT TOPICS.

THE CHAMBERS of all the chief clerks will be closed on Saturday, being the day appointed for keeping the Queen's birthday, but the other offices of the Chancery Division will be open.

WE REGRET to hear that Mr. Registrar CONBY has, during the last three weeks, been disabled from his duties by serious illness, and it is not probable that he will be able to return to his chambers until after the Whitsuntide recess.

IT HAS MORE THAN ONCE been stated that Lord ST. LEONARDS intended to claim a trial by his peers, but since the finding of the Grand Jury it is clear the trial will proceed before a judge and jury in the ordinary way. The right of a peer of the realm to a trial before his peers when charged with felony or treason is stated by high authority (see Steph. Dig., Criminal Procedure art. 20), to be undoubted, and it seems to be perfectly clear that the right does not exist, and never existed, in cases of misdemeanor only (see *R.* v. *Lord Vaux*, 1 Bulst. 197). The last occasion of the trial of a peer before the House of Lords was in the year 1841, when the then Earl of CARDIGAN was tried for felony in shooting at Captain TUCKETT. It is said by Lord COKE (3 Inst. 30) that the privilege cannot be waived by the peer indicted; but HAWKINS (P. C. Bk. 2, c. 44, s. 19) holds that it is waived if he puts himself on his country—that is, pleads not guilty, and refers the issue to a trial by jury. The Criminal Code Bill of last session contained a saving for "the Court of the Lord High Steward and the right of any person entitled by the privilege of peerage to be tried therein." The court in question, which consists of a limited number of peers summoned for the purpose, can sit during the recess of Parliament only (see Steph. Com., vol. 4, p. 299, 9th ed.), and the trial of a peer during the actual sitting of Parliament would be before the whole body of peers, or rather before as many as should choose to attend. Prior to 1841 it was doubtful whether peers on conviction for felony were liable to the same punishment as other subjects, or whether they could not claim "benefit of clergy," but an Act passed in that year (4 & 5 Vict. c. 22) removed this doubt, and also obliged a peer to "plead to an indictment" for any felony, but it would seem that, after plea, the proceedings would be removable into the Court of the High Steward or the House of Lords, as the case might be, by *certiorari*. Considering the practical difficulties and inconveniences of a trial of this character, we cannot but think that the time has come for expressly abolishing this privilege of peerage altogether.

IT HAS BEEN ANNOUNCED that the Duke of MARLBOROUGH has agreed to commute his pension of £4,000 a year for the sum of £107,000. This pension, which was originally charged on the revenue of the Post Office by 5 Anne, c. 4, was, by 19 & 20 Vict. c. 59, along with three other pensions to the heirs of the Earl of BATH, the Duke of GRAFTON, and the Duke of SCHOENBERG respectively, "charged on and payable out of the Consolidated Fund of the United Kingdom." The Act 5 Anne, c. 4, after reciting (*inter alia*) that the first duke, "after a bloody battle at Blenheim, although the enemy had the advantage of numbers and situation, gained the most absolute and glorious victory that had been recorded in the history of any age," and that by 5 Anne, c. 3, the honour and manor of Woodstock and house of Blenheim had been entailed upon the duke in the manner therein appearing—that is to say, that they should be vested "in all the issue of the said duke, so long as any such issue male or female should continue," proceeds to grant the annuity "for the better support of the dignity" of the dukedom to such person as shall, for the time being, be entitled to the estates. The 4th section of the Act provides that "neither the duke nor any other person to whom the annuity is limited shall bar any other person to whom the annuity is limited from receiving the same." The General Pension Commutation Act, 1871 (34 & 35 Vict. c. 36) (see section 3), does not apply to cases of this nature. It is provided, however, by the Consolidated Fund (Permanent Charges Redemption) Act, 1873 (36 & 37 Vict. c. 57), that annuities and pensions which will not determine with the life of the individual to whom they are payable, and which are charged on the Consolidated Fund, may be redeemed by the Treasury "by the payment out of moneys provided by Parliament of a capital sum not exceeding such sum as would, according to the average price of Government securities, purchase Government securities yielding annual dividends equal to the annuity. Where the annuitant is a limited owner, the contract for the redemption of the annuity requires the assent of the Ecclesiastical Commissioners if the owner is an ecclesiastical corporation, and of the Chancery Division of the High Court in any other case. Such assent may be given in chambers, and when it is given, the contract for redemption binds the heirs and successors of the annuitant. The pension of the Duke of MARLBOROUGH clearly comes within these provisions, so that no further Act of Parliament would seem to be necessary to ratify the contract for redemption.

THE GOVERNMENT Middlesex Registry Bill, which was read a second time in the House of Commons on Monday last, is, as we anticipated, in substance a reproduction of the Bill which was introduced in 1882. It is proposed that after the commencement of the Act the Middlesex Registry Office shall be transferred to the Office of Land Registry, under the Land Transfer Act, 1875, "and form part of that office, and be subject to the provisions of the Land Transfer Act, 1875, accordingly, so far as they may be applicable to the business of the Middlesex Registry Office," and all powers by the Middlesex Registry Act, 1708, vested in the "registers [*sic*] or masters" therein mentioned are to be transferred to the registrar or assistant registrar of the Office of Land Registry. The regulation of the business of the office is still left to be settled by rules, which are to be made under section 111 of the Land Transfer Act, 1875. Under that section the Lord Chancellor is authorized to make, rescind, annul, or add to general rules in respect, *inter alia*, of "the mode in which the register is to be kept"; and we presume that this provision is considered to confer on the Lord Chancellor a sufficiently specific authority to make rules for improving the mode of keeping the index, since the provision of the Bill of 1882, that all "memorials, books, indexes, and other documents" shall "be dealt with in manner directed by rules," is dropped out of the new Bill. Although, however, the remedy of the crying grievance of the state of the index is not thought worthy of specific mention, there is an express provision enabling the Lord Chancellor, with the concurrence of the Treasury, to make rules fixing the fees to be taken in the Land Registry Office "in respect of the business heretofore performed in the Middlesex Registry Office." The other provisions have mainly reference to the transfer of the building of the Middlesex Registry Office to the Commissioners of Works, and the rights and duties of the existing officers of the Middlesex Registry. It will be seen that the Bill contains no guarantee either that any alteration will be made in the mode of keeping the indexes, or that, if any alteration is made, it will proceed upon proper lines. We hope a strong effort will be made in Committee to procure the insertion in the Bill of some provision similar to clauses 9 and 10 of Sir H. GIFFARD's Bill, which provide that the district shall be divided into sub-districts, and that a separate division of the register shall be kept for each sub-district;

also that the index shall be so framed as to furnish references to places as well as to persons, and shall, as far as practicable, be based on the Ordnance Survey, "and shall, as far as practicable, be completed up to the latest date."

A CASE which involves some interesting and important points of law and practice under the new Bankruptcy Act was mentioned to a divisional court of the Queen's Bench Division last week. The case arose upon an application on the part of a creditor who claimed to have been elected by a majority of the creditors of a bankrupt to the office of trustee of his property, but whose appointment had been objected to by the Board of Trade, for a *mandamus* to the Board to state the ground of their objections. At the first meeting of creditors, held at Brecon on the 5th of March last, it was resolved that the debtor should be adjudged bankrupt, and the creditors unanimously resolved to appoint a Mr. E. JONES, of Brecon, draper, a creditor for £90, trustee. The Board of Trade were duly informed by the official receiver of such appointment by the creditors, and, on the 28th of March, a communication was sent by the Board to Mr. JONES, informing him that the Board objected to his appointment, but assigning no reason for such objection. The affidavits filed on behalf of the applicant also stated that proofs of debt were admitted by the receiver to the extent of £1,308; that, in pursuance of rule 220 (1) of the Bankruptcy Rules, 1883, a majority in value of the creditors signed a requisition to the Board, dated the 2nd of April, requesting the Board to notify to the High Court their objections to the appointment of Mr. JONES as trustee; and that such requisition was signed by creditors, amounting in the aggregate to £814, whose proofs had been admitted by the receiver. The Board, however, declined to notify their objection, on the grounds—first, that they were informed by the receiver that proofs of debt had been admitted against the estate to the amount of £1,640, and that, therefore, the requisition had not been signed by a majority in value of the creditors as required by section 21 (3) of the Act; and, secondly, that there had been delay in appealing against the decision of the Board not to confirm the appointment, and that the period of delay exceeded the twenty-one days allowed by section 139 of the Act. Counsel for the Board of Trade applied for the case to stand over, on the ground that the law officers of the Crown had not yet had time to advise upon the case, which, he said, raised a very important constitutional question—viz., whether *mandamus* would lie to the Board, a committee of the Privy Council. The application for adjournment being consented to by the other side, the case was directed to stand over until the Trinity Sittings. Upon the question whether the Board of Trade are liable to *mandamus*, we are not, of course, going to anticipate the arguments which will, at the proper time, be addressed to the court. If that point should be decided against the Board, there will arise the further questions whether section 139 applies to the procedure under section 21 (3), and, if so, from what date the time will begin to run, and also what objections on the part of the Board to the appointment of a trustee will be allowed and upheld by the court; upon which questions it will be of great importance to have a decision. Pending the settlement of these questions, however, it may be well for the Board of Trade seriously to consider whether it is good policy, first, to place themselves in direct conflict with the desire of the creditors, and then to urge technical objections to prevent the point of difference between them from being settled by the High Court.

THE GREAT SEAL has become in recent times a subject frequently calling for the attention of Parliament. The snug little offices which were formerly attached to it—chaff-wax, deputy chaff-wax, sealer and deputy-sealer—were long since swept away, and in 1874 provision was made for the abolition of the offices of messenger of the Great Seal, clerk of the Petty Bag, and clerk of the Patents. After the Act of 27 Hen. 8, c. 11, the subject of the manner of passing grants under the Great Seal slept until 1851, when 14 & 15 Vict. c. 82, substituted a warrant under the Royal Sign Manual for the "Queen's Bill from the office of the Privy Seal" which was formerly required. The warrant was to be prepared by the Attorney-General or Solicitor-General, and was to be countersigned by one of the Secretaries of State and sealed with the Privy Seal. The Great Seal Act, 1880 (43 & 44 Vict. c. 10), provided that the warrant should be prepared by the Clerk of the Crown in Chancery and not by the Attorney or Solicitor-General. A Bill which has just been introduced by the Lord Chancellor proposes to repeal the three Acts above mentioned, and to re-enact their main provisions, with the addition that the warrant under the Royal Sign Manual, may be countersigned *by the Lord Chancellor*, or by one of her Majesty's principal Secretaries of State, or *by the Lord High Treasurer*, or *two of the Commissioners of her Majesty's Treasury*, and that it need not be passed under the Privy Seal.

MR. SAMUELSON moved, in the House of Commons on Wednesday last, that chambers of commerce and similar bodies should be allowed a *locus standi* before the Court of Referees to be heard against Railway Bills on the ground of excessive rates. MR. LAING, for the railway interest, proposed an amendment which merely varied the substantive motion by interposing a large control on the part of the Board of Trade, and then MR. CHAMBERLAIN cut the debate short by the definite announcement that he would at once introduce the long-promised Railway Commission Bill. In its main features, this measure will, no doubt, carry out the recommendations of the Parliamentary Rates Committee of 1882. We see no reason for the interposition of any central authority, such as was proposed by MR. LAING'S amendment, and it may be well to point out, in further connection with the subject, that the requirement of a certificate from the Board of Trade (see Act of 1873, s. 13), as a condition precedent to a complaint by a town council or similar body of an infringement of the Traffic Act, was inserted in that Act by way of proviso in the House of Lords. We would suggest that this proviso should be repealed, as entailing upon the Board of Trade a duty which it is incompetent to perform, and as unduly crippling the few public bodies in the country which have the courage and the patience to enter upon litigation with a railway company.

THE LETTER which MR. CHARLES MCLAREN, M.P., has addressed to the *Times* on the fees under the new Bankruptcy Act is, in one important respect, founded on a misapprehension. After mentioning the charge of one per cent. on the gross amount of assets realized and brought to credit, payable for audit by the Board of Trade, he states, quite correctly, that "a further new charge of six per cent. is made on the assets *realized by the official receiver*," but he unfortunately afterwards assumes that this charge of six per cent. is on *all the assets*. "The Board of Trade," he says, "in this way gets seven per cent. of the assets of all estates"; and one main object of the letter is to show that, "while the cost of the administration falls upon the estate, just as it used to fall, the Board of Trade levy, in addition, a gratuitous tax for (apparently) their own benefit of 1s. 4d. in the pound." Of course, the six per cent. is only chargeable on "the net assets realized or brought to credit *by the official receiver*." The objections to which the scale of fees is fairly open are serious enough, but misapprehensions of the kind above referred to serve very well the purpose of the persons to whom MR. MCLAREN refers as "the authorities behind the Board of Trade," for they afford an opportunity of plausibly suggesting to the public that all objections to the new scale of fees are equally unfounded.

AS WE ANTICIPATED, the Merchant Shipping Bill, in its amended form, provides for an alteration in the law with regard to an abandonment and constructive total loss. As the law now stands the right to abandon is regulated by reference to the value of the ship after she has been put into repair, whereas the amount recoverable is the valuation stated in the policy. MR. CHAMBERLAIN, in his speech on Monday, characterized the present state of the law as "preposterous," and he proposes that the insurance value of a ship shall be the absolute value as regards constructive total loss. On this question the law of foreign countries appears to be far more "preposterous" than our own. According to French law, an owner may abandon and recover for a total loss if the cost of repair

would exceed seventy-five per cent. of the value of the ship when repaired; whilst, by the law of the United States, the proportion is still lower—viz., fifty per cent. It should be added, however, that, by French law, any considerable exaggeration, without fraud, will enable the insurer to open the policy; whilst the law of the United States is not settled in the point as to whether the fifty per cent. rule refers to the actual value or the insurance valuation of the ship. On this point PHILLIPS quotes conflicting decisions, and PARSONS says, "The authorities are not only irreconcilable, but they are so equally balanced that no rule can be stated as the prevailing one."

THE "IMPLIED CONDITION" ON THE LETTING OF A FURNISHED HOUSE.

IN the case of *Bird* v. *Lord Greville*, tried on Tuesday last, Mr. Justice Field described the doctrine that on the letting of a furnished house there is an implied condition that it is in a "fit state of habitation" at the time the tenancy is to commence, as "well established"; and since *Wilson* v. *Finch-Hatton* (25 W. R. 537, L. R. 2 Ex. D. 336), it may fairly be said to be so. The doctrine has, however, so far as we know, never been confirmed by the decision of any court of appeal; and it was strangely neglected and misunderstood for more than a quarter of a century after it was laid down in *Smith* v. *Marrable* (11 M. & W. 5). It has, however, in recent years been so extensively acted upon and enforced, and is so much in accordance with common sense, that we think it may be safely concluded that no court of appeal would now overrule it.

The terms in which Mr. Justice Field, in the recent case, stated the implied condition, are those in which it has been expressed, with parrot-like iteration, by judges and text-book writers. The house must be "fit for habitation." But, when we come to inquire what kind of facts have been held to justify the tenant of a furnished house in refusing to occupy it and pay rent, we find some reason to doubt whether the current phrase accurately expresses the practical rule on the subject. It would rather seem that, practically, so far as the decisions have at present gone, the implied condition is not that the house shall be in all respects fit for habitation, but that it shall not be in such a state as to be likely to occasion great discomfort, or danger to health, to the occupier. Thus, in *Smith* v. *Marrable*, Lord Abinger told the jury that, in order to find for the tenant of a furnished house, in an action against him for use and occupation, the nuisance in consequence of which he refused to occupy must be "so intolerable as to render it impossible that he could live in the house with any reasonable comfort." And on the motion for a new trial, Parke, B., said that, "if the premises are incumbered with a nuisance of so serious a nature that no person can reasonably be expected to live in them, the tenant is at liberty to throw them up" (see 11 M. & W., at p. 8). In *Campbell* v. *Wenlock* (4 F. & F. 716), Cockburn, C.J., also directed the jury that, to justify the tenant in refusing to occupy and pay rent, the nuisance must prevail to such an extent as to destroy the "reasonable rest and comfort of the inmates"; and, in *Wilson* v. *Finch-Hatton* (*ubi supra*), Kelly, C.B., said that where "a house is in such a condition that there is either great discomfort or danger to health in entering and dwelling in it, then the intending tenant is entitled to repudiate the contract altogether"; and, in the same case, Huddleston, B., states the implied condition as being that the furnished house shall be "reasonably and decently fit for occupation." In the recent case of *Bird* v. *Lord Greville*, Mr. Justice Field came to the conclusion on the facts that "the house was in such a state that a person could not live in it without risk," and therefore gave judgment for the tenant.

The kinds of nuisance which, in the reported cases, have been held to justify a tenant in refusing to occupy a furnished house are —(1) the prevalence in the house of bugs, and (2) bad drainage. With regard to the former kind of nuisance, it was laid down by Cockburn, C.J., in *Campbell* v. *Wenlock* (4 F. & F., at p. 733), that the presence in the house of "a few bugs" will not entitle the tenant to throw up his lease. But in the same case it was laid down that, "if any part of the house was unfit to be inhabited from the cause assigned—for instance, the servants' attics —the defence would be as much sustained as if the whole of the house were thus infested." As to bad drainage, the facts on which, in *Wilson* v. *Finch-Hatton*, the tenant escaped liability for rent were about as strong as could be imagined. The drains were "very much out of repair"; there was a cesspool under the pantry, and "a considerable amount of stagnant sewage matter under the basement floor." *Bird* v. *Lord Greville* has added another class of facts—viz., the existence of infectious disease in the house, within a short period of the time fixed for commencement of the tenancy, effectual measures not having been adopted to disinfect the house.

There can be no doubt, on principle, that such an amount of dilapidation in a furnished house as will expose the tenant to great discomfort will justify him in refusing to occupy and pay rent (see the observations of Kelly, C.B., in *Wilson* v. *Finch-Hatton*, L. R. 2 Ex D, at p. 342). But, so far as we know, there is no recent reported case bearing upon the degree of dilapidation which must be proved. The early case of *Salisbury* v. *Marshall* (4 C. & P. 65) related to an *unfurnished* house, and was decided upon the mistaken impression that on the letting of such a house there was an implied warranty of fitness for the purpose for which it was taken. In that case, the facts which were held to constitute a breach of this implied warranty were of an extreme character. Water came through the roof and ceilings in wet weather. It is conceived that, in order to relieve the tenant of a furnished house from his contract, the dilapidations must be such as to occasion serious personal discomfort to the occupier.

If the tenant of a furnished house agrees to *put* it into good repair the implied condition will, it seems, be excluded so far as regards unfitness for habitation arising from dilapidation (see L. R. 2 Ex. D., at p. 343). An agreement by the tenant merely to *keep* the house in repair will not affect the implied condition (*Ib.*).

The question does not seem to have been raised in any reported English case whether the tenant of a furnished house who finds that the house does not contain sufficient or suitable utensils, furniture, or fittings, is entitled to throw up his occupation on this ground. But in the American case of *Dutton* v. *Gerrish* (63 Massachusetts, at p. 94) it was said by Shaw, C.J., that where "furnished rooms in a lodging-house are let for parlour, bed-room, and the like, for a particular season of the year, a warranty may be implied that the rooms are properly furnished and suitably fitted for such particular use."

It is scarcely necessary to add that the furnished house must be "fit for habitation" at the time the tenancy is to commence. It is obvious that the landlord cannot keep the tenant out of possession while he makes the house free from discomfort and risk to health. "It is said," remarked Kelly, C.B., in *Wilson* v. *Finch-Hatton*, "that the tenant in this case could have gone to an hotel, and could have recovered the amount of the expenses there incurred from the plaintiffs; but I am of opinion that she is not to be forced to do this, and to be compelled to sue the plaintiffs as well as suffer the loss of that for which she has contracted, and for which she would, according to that contention, be paying rent."

At the Central Criminal Court on Tuesday, upon the trial of William Henry Young, George Roberts, and William Roberts, upon an indictment charging them with a conspiracy to obtain and obtaining by false pretences the sum of £450 from Mr. Clement Cheese, a solicitor of Pall Mall, at the conclusion of the case for the prosecution, a point of practice arose upon Mr. Grain intimating that Young desired to address the jury in his own defence. Mr. Besley said he presumed that the ruling of Mr. Justice Lopes was correct—that where a counsel preferred his client to address the jury himself, counsel for the prosecution had a right to comment upon the defendant's statement. Mr. Montagu Williams submitted that Mr. Besley had no right to reply upon Young unless evidence was called for the defence. Mr. Besley maintained that the rule was that where a defendant made a speech and asserted facts, counsel for the prosecution had a right to reply. He desired to reply upon Young's address. The Recorder said the main reason for a defendant relinquishing the great advantage of being defended by a skilled counsel was that he might be able to state facts of which there was no evidence, and which a counsel would be prevented from doing. A defendant might state any facts he chose, there being no evidence on them. He should think that such speeches should be the subject of comment on the other side. Mr. Grain argued that counsel for the prosecution had no right to rely upon the defendant Young. If he (Mr. Grain) proposed to address the jury for Young, and without calling witnesses, Mr. Besley would have had to sum up the case for the prosecution first. The Recorder said he was exceedingly sorry these irregularities had been introduced, some of them some years ago, and others more recently, as to the criminal practice in this court, and he thought it was quite irregular. If he saw a case on the subject he should, of course, be bound by the decision of the judges of the High Court. At the present moment it seemed to him that, as no evidence was called for the defence, Mr. Besley must sum up the case first, without replying upon Young, and that was giving the doubt in favour of the defendant.

THE LAW AS TO DERIVATIVE SETTLEMENTS.

We understand that the Master of the Rolls said recently, during the argument of a case turning on the 35th section of the 39 & 40 Vict. c. 61 (the Divided Parishes and Poor Law Amendment Act, 1876), that anyone who could explain the meaning of the section satisfactorily deserved a laurel wreath. We propose, though with great diffidence, to go in for that wreath. The same learned judge expressed himself very strongly with regard to the unintelligibility of this section in the *Bridgnorth case* (L. R. 11 Q. B. D. 314); but although, as it appears to us, the actual judgment of the Court of Appeal was correct in that case, certainly some of the observations made both by the Master of the Rolls and Cotton, L.J., appear, if we may say so with all respect, to be based on an imperfect apprehension of the working of the old system of settlements and removal. We admit that the section is clumsily worded, and we happen to know that it was introduced during the passing of the Act through Committee, despite the remonstrance of the draftsman of the Act, who protested that in its existing form it would lead to difficulty. We do not believe that the people who framed the section had clearly worked out their own intentions, but still we think that the section is capable of a fairly satisfactory interpretation.

It is necessary, in order to follow out the meaning of the section, to keep very closely in mind the previous law on the subject of settlement. That law caused certain evils and difficulties, which we shall proceed to describe. Every person born in England had, in the absence of, or, what comes to the same thing, of proof of, any other settlement, but only in such absence, a settlement in the parish of his birth. If no evidence was forthcoming of any other settlement, the law treated the case as one for the application of the maxim *de non existentibus et non apparentibus eadem ratio*, and held the person to have a birth settlement. A person might "acquire" a settlement for himself in certain ways which it is not necessary to particularize, and any settlement which he might so acquire overrode and destroyed any former settlement. But in the event of a person having acquired no settlement for himself, he derived a settlement by parentage from his parent (if such parent had a settlement which could be ascertained) as follows:—The child when born took the settlement of the father, and continued up to the time of what was called "emancipation" to take in succession the successive settlements, if any, acquired by the father. Upon emancipation he retained the settlement last so taken until he might acquire another settlement for himself. In certain cases there was derivation of a settlement from the mother—*i.e.*, when the father had no settlement, or, what comes to the same thing, the father's settlement could not be found (*Rex* v. *St. Mary's, Leicester*, 3 A. & E. 644); or when, after the death of the father, the widowed mother of an unemancipated child acquired a fresh settlement for herself (*St. George's* v. *St. Katherine's*, Lord Raym. 1474). Now, emancipation was an ill-defined matter of *status*. Certain things, such as marriage or acquiring a settlement, invariably conferred that *status*, but generally it was said that emancipation was effected when the child ceased to be a subordinate member of the parent's family. Coming of age even did not necessarily import emancipation. It was therefore a difficult and doubtful question of fact in many cases whether, by reason of the circumstances, the party had, at a given time, ceased to be a subordinate member of the parent's family. This question might arise after the lapse of a long time from the events upon which it depended. There are a mass of decisions with regard to what constituted emancipation. This was one of the difficulties of the old law to which we have alluded.

Then, again, the old system of the derivative settlement worked another evil. Inasmuch as each son in a line of persons, if he had not acquired a settlement, took the settlement of his father, if it could be ascertained, it followed that (except where an acquired settlement cut the line and constituted a new point of departure) the last of the line took a settlement in the place of settlement of the remotest ancestor whose settlement could be proved. Take, for example, a series, A., B., C., and D.—great-grandfather, grandfather, father, and son. Assuming that B., C., and D. have none of them acquired a settlement, D. derives a settlement in the place of settlement of A., not from A., his great-grandfather, but from C., his father. He only takes A.'s settlement if and because it is C.'s. It is necessary to point this out, because some of the expressions of the Court of Appeal, in construing the section in the *Bridgnorth case*, seem, if we do not misunderstand them, to have proceeded on the idea that a child derived a settlement from remoter ancestors than his father, as, in the case of the descent of an estate in fee simple, the grandson may take direct from the grandfather. It seems to us absolutely essential to a right understanding of the section to keep this point in view. The result of the law was that, so far as you could trace back the history, the remotest, not the nearest, seat of the pauper's family governed his settlement. In other words, he was removed, if he became chargeable, to a place with which it was much less probable that he had any connection. It is comparatively more probable that a man would have friends and associations connected with his own birthplace, or the birthplace of his father, than with the birthplace of his grandfather. This is a matter of some moment even to the pauper, because he has leave of absence from the workhouse every now and then for a short time, and, if he has any belongings, he can go out to see them.

Another matter which was considered to need amendment was this. Under the old law, a bastard could only have a birth settlement, being *nullius filius;* the Poor Law Amendment Act (4 & 5 Will. 4, c. 76), s. 71, provided that a bastard should take the settlement of his mother till he arrived at the age of sixteen, or acquired a settlement in his own right. It was held, in *St. Andrew, Worcester*, v. *Bodenham* (22 L. J. M. C. 39), that, upon the wording of this section, after sixteen the bastard reverted to his birth settlement. This, we believe, was thought to be objectionable, and it certainly is contrary to the principle which prevailed in the analogous case of a legitimate child, who retained the settlement he had at the time of emancipation.

The words of the section referred to at the commencement of this article are these:—"No person shall be deemed to have derived a settlement from any other person, whether by parentage, estate, or otherwise, except in the case of a wife from her husband, and in the case of a child under the age of sixteen, which child shall take the settlement of its father, or its widowed mother, as the case may be, up to that age, and shall retain the settlement so taken until it shall acquire another." Now, pausing here, what is the effect so far? Though the section is headed "Abolition of derivative settlements," it clearly does not abolish the derivation of settlements altogether. The question, therefore, is, to what extent does it abolish them? In the case of a wife, it seems to preserve absolutely the principle that the wife takes her husband's settlement, whatever it may be, and however obtained or created, for we can see nothing to qualify that exception in the subsequent parts of the section. This, after all, is only what might have been expected so far as the wife is concerned. Then there is an exception in the case of a child under the age of sixteen, which is up to that age to take its father's settlement, and to retain the settlement so taken until it shall acquire another.

Now, the Court of Appeal, in the *Bridgnorth case*, seems to have treated this earlier part of the section as preventing recourse in any case to the settlement of the grandfather or remoter ancestor; but it will be observed that it would not have that effect because the child in question is to take and retain his father's settlement, which may be a settlement derived from the grandfather or remoter ancestor, and so the mischief we have before described would, so far as this part of the section is concerned, have been perpetuated. The Court of Appeal, also, in the *Bridgnorth case*, expressed an opinion that "child" here means, not "son" or "daughter," but "young person." With great respect we doubt this. It is a perfectly natural and proper use of the word "child" to use it of an elderly person as indicating the relation to a parent. A man may take under the limitations of a will as a "child" though he be fifty years of age. What other word can be used to express the idea of offspring of either sex? The truth is that the collocation of the words "under sixteen" misleads the mind in construing the section, but it is clear from what follows that the idea is not of a young person, because it proceeds to say that such child shall retain the settlement after sixteen without limit of age. It is plainly a bull to say what is to happen to a child under sixteen when it is over sixteen. Therefore, it is absolutely necessary, to some extent, to manipulate the words of the section, and it seems obvious to us that the true collocation of the words is to read it, "except in the case of a child, which child shall, under the age of sixteen, take," &c. Taking the words in connection with the well-known difficulties as to emancipation, we think the reasonable construction is that the object of this part of the section is to abolish the derivation of settlements acquired by the parent after the child arrives at sixteen—in other words, to fix the period of emancipation for this purpose at sixteen by analogy to the provisions already made by the law with regard to illegitimate children. It has been held in several cases that the exception as to children applies to children who had attained sixteen before the Act as well as those under sixteen at the date of the passing of the Act. We have not space to go fully into the considerations upon which those decisions are based. There is no doubt that the verb in the exception clause being in the future present tense creates a little difficulty, but the substantial reasons against supposing that the legislature could have intended to make any difference between children arriving at sixteen before and after the Act are so overwhelming that we cannot doubt those cases were rightly decided.

The section proceeds, "An illegitimate child shall retain the settlement of its mother until such child acquires another settlement." We have no doubt that these words were meant to obviate the effect of the decision in *St. Andrew, Worcester*, v. *Bodenham*

(above cited), leaving the provisions of the Poor Law Amendment Act, 1834, s. 71, in other respects intact, and by the 44th section of the 39 & 40 Vict. c. 61, the provisions of the Act of 1834 are, so far as consistent with the Act, extended thereto.

The section proceeds, "If any child in this section mentioned shall not have acquired a settlement for itself, or being a female shall not have derived a settlement from her husband, and it cannot be shown what settlement such child or female derived from the parent without inquiring into the derivative settlement of such parent, such child or female shall be deemed to be settled in the parish in which he or she was born." It has been said in argument, an said by judges *obiter*, that this part of the section was intended to prevent expensive inquiries into the settlements of remote ancestors; but it is to be observed that the words, construed exactly, do not forbid inquiry. How can you ascertain without inquiry into the derivative settlement, that the settlement cannot be ascertained without inquiry into such settlement? If you could not inquire at all into the derivative settlement, in the majority of cases the child would take by derivation from the parent a settlement the parent had not got—viz., in the parish of the parent's birth—which is logically an absurdity. The truth is that this part of the section seems to have been aimed, not against the expense of inquiries into derivative settlements, but the mischief of sending the pauper back to the settlement of remote ancestors where he was not conversant, and so it enacts that when the settlement is proved to be derivative the pauper shall go to the parish of his birth. It has been suggested that it is absurd, after inquiring into the derivative settlement, to send the child to its birth settlement; but if we are right in our view of the objects of the section, there is no absurdity. It will be observed that the inquiry need only go so far as to show that the parent's was not a birth settlement; it need not ascertain what was the actual derivative settlement of the parent. In expressing the opinion that a satisfactory construction can be given to the language we express no opinion as to the policy of the change, and whether it does not produce as much evil as it cures.

CORRESPONDENCE.

THE NOTARIES' BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should think that all your readers must at once have seen the justice of your remarks on Lord Cairns' speech in opposition to this Bill.

As the Lord Chancellor, the Lord Chief Justice of England, Lord Bramwell, Lord Fitzgerald, and other eminent statesmen supported the Bill, the justification for the Incorporated Law Society in having introduced it is placed beyond question.

The Lord Chancellor, in his observations in support of the measure, said that "it certainly seemed an anomaly that commercial matters should be in any way under the control of an officer connected with ecclesiastical law"; that "he thought the business might be left with perfect safety in the hands of the Incorporated Law Society," and that "the conclusion he came to was to give a general recommendation to the objects of the Bill."

His lordship was also understood to say that he regarded with favour a measure which would tend towards completing symmetrically a system under which properly-qualified persons are selected to transact professional business.

S. S. C.

London, May 20.

MIDDLESEX LAND REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The crying necessity of some improvement in the mode of registration for land in Middlesex has led to the introduction into Parliament of two Bills on this subject, the first brought in by Sir H. Giffard, and the second, quite recently, by Mr. Courtney. Two other Bills have also been brought in by other members, dealing with the Yorkshire registries, which are practically analogous to the Middlesex Registry.

All these Bills, which provide for the registration of deeds, &c., and not of titles, will, it is apprehended, be referred either to a select committee, or the Grand Committee on Law, when they will require, and it is to be hoped receive, very careful consideration.

In anticipation of this, I desire, at this stage, to draw attention to the fact that several of the Bills introduce not merely so much administrative machinery, but, in doing away with the doctrine of notice and substituting that of mere priority of registration, bring about a change of principle in dealing with real property which is of great gravity.

I quite admit, of course, that the doctrine of notice (actual or constructive) is a very embarrassing one, and has been fertile of great difficulties and nice distinctions, and that it would be a point gained if something more convenient and practicable could be substituted. I doubt, however, whether this can be done by anything short of a good system of registration of titles. The Land Transfer Act of 1875 was designed to effect, and, as far as I am aware, does effect, this object. Registration under that Act is undertaken with due deliberation, the title is carefully investigated, the deeds produced, public notice given of the intended registration, declarations taken that there are no incumbrances, the interests of parties having equities protected by *caveats*, and there is power reserved to the court to rectify errors. Under such a system, priority may probably be safely declared by legislative enactment.

But the Middlesex Bill of Sir H. Giffard presents no safeguards whatever. Priority is to be established by the mere fact of prior registration, so that a man, by presenting his deed five minutes before another, is to obtain priority without reference to the actual rights of the parties, and may obtain an advantage over another having superior rights (of which rights he may, perhaps, have been quite aware) by mere accident.

I submit that it would be unsafe to do away with the doctrine of notice, and substitute a mere registration of deeds in its place. The only effect in many cases would be to substitute an arbitrary and positive injustice, created by Act of Parliament, for the inconveniences of the present law. But whatever view may be taken, and ultimately arrived at, on this point, there can be no question whatever of the practical inconvenience in conveyancing matters of having to carry through transactions on the principle of priority of registration of deeds.

Immediate registration, without the intervention of a minute, becomes in cases of documents depending on valuable consideration of the utmost importance, or the interest dealt with may be lost, or jeopardized, and the solicitor held responsible. There is, therefore, an absolute necessity (if these measures are to pass) of some machinery to give time to enable the transaction to go through with safety, such as under the Land Transfer Act, 1875, exists in the shape of (*a.*) a caution which may be placed on the register to give notice of an intended transaction; and (*b.*) a "special certificate" handed to the owner, by which the register is practically closed, if necessary, for fourteen days to enable a transaction to go through. The Yorkshire Bills do provide for a *caveat*, apparently analogous to the caution referred to.

Without some such machinery designed practically to secure priority every transaction would have to take place at the registry itself.

The accommodation of the registry would preclude this, even if it were otherwise possible, which it is not. The vast mass of business for the City (now brought within the operation of the Bill), and of the county of Middlesex, could not possibly be thus dealt with; and in many cases completion must of necessity take place elsewhere, to say nothing of the convenience of solicitors, a matter which will be obvious without further reference in this place.

The above remarks apply more particularly to transactions *inter vivos*, as distinguished from the registry of wills or intestacies, a matter requiring a special consideration of its own; and there are, of course, many other points in the Bills which require, and will, no doubt, be criticised in due time.

F. H. Bartlett.

14, Spring-gardens, S.W.

BANKRUPTCY COSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I enclose copy of a bill of costs on filing debtor's petition under the Bankruptcy Act, 1883, as recently taxed in the London Court; which I venture to think will interest your readers who practise in bankruptcy.

In case, however, your space will not permit a detailed reference to the bill, the following may be taken as the facts stated concisely:—

1. Debtor being a shopkeeper, the official receiver and the leading creditors decided to employ him in carrying on, instead of suddenly closing up, the business. All charges of obtaining consents and effecting this object are wholly disallowed.

2. No allowance whatever is made for preparing or filing statement of affairs. This debtor was illiterate and quite incapable, unaided, of furnishing a statement within three days, as required, or, for that matter, within three months. Even the commissioner's fee paid is struck off.

3. A composition of 7s. 6d. was offered, the last 2s. 6d. secured, but the estate eventually went into bankruptcy. No allowance is made for attendances, calculating and adjusting the composition with the debtor.

4. No allowance for attending general meeting or public examination.

5. The figures are:—

Bill rendered	£24	13	2
Outpockets	10	2	6
	14	15	8
Taxed off	10	3	2
Leaves, Higher Scale	4	12	6
Lower Scale, three-fifths	2	15	6

All items disallowed were rendered necessary by the circumstances of the case, and were reasonable and moderate.

The result, £2 15s. 6d., is insufficient to cover office expenses, risk, and interest on outlay. There is no profit.

These facts may perhaps also, to some extent, explain the decrease in the number of bankruptcy petitions, without entering upon the debateable question what form of arrangement has been substituted.

A London Solicitor.

[We hope to find room for the bill of costs in a future issue.—Ed. *S. J.*]

LEASE OF RIGHT OF FISHING.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can any of your readers let me know where I can find a form of a lease of the exclusive right of fishing in a river?

I do not want a grant appurtenant to a lease of a messuage and premises, but a sole right of fishery.

K.

London, May 15.

[We cannot find either in Copinger's Index of Precedents, or in the collections of precedents we have referred to, any such form of lease as our correspondent wants.—Ed. *S. J.*]

THE NEW PRACTICE.

R. S. C., 1883, ord. 58, r. 15—Leave to Appeal after Expiration of Time—Special Circumstances.—In a case of *Runtz* v. *Chadwick*, on the 21st inst., an application was made to the Court of Appeal for leave to appeal after the expiration of the time limited by the rules, under somewhat peculiar circumstances. Under a voluntary settlement made in 1852 by a father, his daughter was, subject to a life interest reserved to himself, entitled to one-sixth of a sum of £10,000 Consols. She married in 1864, and in 1871 a post-nuptial settlement was made of her interest in the fund, by which that interest was vested in trustees upon trust to pay the income thereof, when it should be reduced into possession, to her for her life for her separate use, and after her death to pay the principal to such person or persons as she should by deed or will appoint, and in default of appointment to her statutory next of kin. And there was a provision for the trustees, at her request during her life, to sell the trust fund, and to pay the proceeds of sale to her for her separate use on her separate receipt. In January, 1876, she, with the concurrence of her husband (the trustees of the post-nuptial settlement also joining in the deed), executed a mortgage of her interest in the £10,000, to secure the repayment of £700. In May, 1878, the mortgagee recovered judgment in an action against the husband and wife in respect of the mortgage debt, the judgment being for £674 debt and costs. In May, 1882, the father died, and in September, 1882, the mortgagee obtained an order charging the interest of the wife in the £10,000 with £250, the amount to which he alleged his judgment was then unsatisfied. In November, 1882, the trustees of the original settlement transferred the wife's share in the £10,000 into court, and afterwards she executed a deed poll by which, in exercise of the powers reserved to her in the post-nuptial settlement, she appointed her interest in the £10,000 to herself absolutely for her separate use, and directed the trustees of the settlement to sell the securities, and pay over the proceeds of sale to herself for her separate use. In December, 1882, she presented a petition, by a next friend, asking that an account might be taken of what was due to the mortgagee on his mortgage, and on his charging order, and that what should be found due might be paid to him out of the fund in court, and that the residue of the fund might be paid to her on her separate receipt. The petition contained a statement that by payments made to the mortgagee on account of the mortgage debt, both before and since the date of the charging order, the sum due under the mortgage had been reduced to £50 or thereabouts. An order was made by Bacon, V.C., on December 5, 1882, in accordance with the prayer of the petition. On the hearing of the petition the mortgagee and the trustees of both settlements appeared by counsel. The mortgagee did not in any way contradict the statement in the petition that only £50 was due to him. On taxing the accounts in chambers the mortgagee claimed to charge the fund with £1,190 as due in respect of his mortgage. On the 17th of May, 1884, the wife gave notice of an application to extend the time for appealing from the order of December 5, 1882, and in support of her application she filed an affidavit in which she stated that the claim of the mortgagee had only recently come to her knowledge, and that, if she had known at the time when the petition was presented that he claimed more than £50, she would not have asked that any provision should be made for payment to him. She also said that she was advised that the mortgage of 1876 was invalid against her, because her interest was at that time reversionary, and that the judgment and charging order had been irregularly obtained, and she said that she had acted under the guidance and control of her husband. The Court (Baggallay, Cotton, and Lindley, L.JJ.) refused the application. Baggallay, L.J., said that it was not disputed that the order of the Vice-Chancellor was a right order on the materials which were then before the court. His lordship thought that the order was not the subject-matter of appeal at all. If all that was suggested about fraud was true, it might possibly be a ground for an application to the Vice-Chancellor either to re-hear the case, or to make a supplemental order. At any rate the plaintiff had clearly power to commence a fresh action to set aside what had been done. There was no ground for the application at all, and it was not necessary to consider the question whether the time for appealing ought to be extended. Cotton, L.J., was of the same opinion. The real question was whether there were any special circumstances which afforded any ground for releasing the petitioner from the bar of lapse of time. He thought there were none. All that was said was that she had only recently found out that the amount due on the mortgage was not a small sum, but a large one. The extraordinary thing was that the application was for leave to appeal from an order made according to the prayer of her own petition. If she had really been defrauded, possibly a new action founded on the fraud might succeed. His lordship did not encourage it in any way. The only suggestion of fraud was that, when it was stated that only £50 was due on the mortgage, the mortgagee did not once get up and say, "A great deal more than that is due to me." Lindley, L.J., concurred.—Counsel, *Horton Smith*, Q.C., and *C. H. Turner*; *C. T. Mitchell*. Solicitors, *G. H. Hall*; *S. J. Debenham*.

R. S. C., 1883, ord. 33, r. 9; ord. 65, r. 11—Removal of next Friend of Infant—Solicitor—Delay—Unnecessary Costs.—In a case of *In re Corsellis*, before the Court of Appeal on the 20th inst., a question arose as to the removal of a next friend of an infant. The action was brought by an infant, by his mother as his next friend, for the administration of his father's estate. F. was appointed receiver, and he afterwards complained that unnecessary costs were being caused by the conduct of the next friend's solicitor, and gave notice that he wished to resign the office of receiver. An application was then made to Kay, J., that a new receiver might be appointed in the place of F., who was desirous of retiring. Kay, J., after hearing the arguments, reserved judgment, and afterwards refused the application, but ordered that the official solicitor should be named as the next friend of the infant in all future proceedings in the action in substitution for the mother, and that he should have the conduct of all future proceedings, and that the mother should deliver up all documents in her possession as next friend to the official solicitor. In support of the appeal, it was contended that the court had no jurisdiction to remove a next friend in the absence of any application to do so, and that, at any rate, she ought to have had an opportunity of being heard in her defence. The Court (Cotton and Lindley, LJJ.) discharged the order. Cotton, L.J., said there could be no doubt that the court had jurisdiction to remove the next friend, but this ought not to have been done without giving her an opportunity of being heard. The only apparent objection to her was that her solicitor had incurred unnecessary costs. Under rule 9 of order 33, and rule 11 of order 65, the court had power to call on her to change her solicitor, or to make him liable for the unnecessary costs. The order to remove the next friend must be discharged, without prejudice to any proceedings under those rules. Lindley, L.J., concurred.—Counsel, *Davey*, Q.C., and *Swinfen Eady*; *Kekewich*, Q.C., and *Bardswell*; *Lambert*. Solicitors, *McColla & Ollard*; *J. H. Tyas & Huntington*.

R. S. C., 1883, ord. 31, r. 21—Attachment—Order to execute Deed.—In *Kitching* v. *Hewer*, before Chitty, J., on the 16th inst., a motion was made to attach the respondent for disobedience to an order directing him to execute a deed. Chitty, J., said that where there was a refusal to execute a deed as ordered by the court, the order itself, without any further process, might wisely be provided to operate as an execution in lieu of obtaining the signature. He made an order for attachment, not to be drawn up for fourteen days.—Counsel, *Ince*, Q.C., and *Shebbeare*; *Romer*, Q.C., and *Bunting*. Solicitors, *Johnson, Harrison, & Powell*, for *Little & Lamonby*, Penrith, Cumberland; *Church & Co.*

R. S. C., 1883, ord. 31, rr. 21—23; ord. 41, r. 5—Attachment—Indorsement on Order Served—Order for Discovery made against a Party and served on his Solicitor.—In the case of *Hampden* v. *Wallis*, before Chitty, J., on the 16th inst., a motion was made to attach a respondent for disobedience to an order for delivery of a further affidavit of documents. By R. S. C., 1883, ord. 41, r. 5, it is provided that the copy of any order served upon a person required to obey the same shall be indorsed with a notice that such person shall be liable to process of execution if he should neglect to obey the order. By ord. 31, r. 22, it is provided that service of an order for discovery made against any party on his solicitor shall be sufficient service to found an application for an attachment for disobedience to the order, and by rule 23, if the solicitor should fail to give notice to his client of service of the order, he himself shall be liable to attachment. It was contended by the respondent that the attachment against him could not issue, as the copy of the order served upon him did not bear any indorsement under ord. 41, r. 5. Chitty, J., said that an order requiring personal service must bear upon it a notice of the consequences of disobedience,

but this was not necessary where the order could be served on the solicitor. The distinction was intentional on the part of those who framed the rules, as could be seen from the fact that in the latter case the solicitor could be attached for not acquainting his client with the service of the order. He made an order of attachment, not to be drawn up for fourteen days.—COUNSEL, *Whitehorne*, Q.C., and *Tremlett*; *Oswald*. SOLICITORS, *Eardley, Holt, & Richardson*; *Eldred & Bignold*.

R. S. C., 1883, ORD. 28, R. 11—AMENDMENT—ERROR ARISING FROM ACCIDENTAL SLIP—FORECLOSURE JUDGMENT—ACCIDENTAL ERROR IN CHIEF CLERK'S CERTIFICATE.—In a case of *Eckersley* v. *Eckersley*, before Pearson, J., on the 16th inst., a question arose as to rectifying an accidental error in a foreclosure judgment. The error arose from an accidental mistake in the chief clerk's certificate. An application was made to the court under rule 11 of order 28 to correct the error. PEARSON, J., refused to correct the original judgment, but he made a supplemental order to the following effect:—"It appearing by the chief clerk's certificate, and all parties admitting, that in estimating the amount in the executors' hands the chief clerk omitted to deduct a sum of £ , and that the sum which the executors actually had in hand ought to have been stated as £ , and that in the foreclosure judgment there was a similar error in the amount, the court being of opinion that this error ought to be rectified, let the judgment be read as if the amount had been £ ."—COUNSEL, *E. S. Ford*; *Swinfen Eady*. SOLICITORS, *Phelps, Sidgwick, & Biddle*; *Godden, Holme, & Co.*

PRACTICE APPEALS.*

QUEEN'S BENCH DIVISION.

Before GROVE, J., and HUDDLESTON, B.

May 15.—*Viscount Gort and others* v. *Rowney and another.*

Ord. 31, r. 11—Answers to interrogatories—Information derived from inquiries by solicitors and agents for the purposes of litigation.

Appeal from an order of Mathew, J., directing the plaintiffs to make further and better answers to interrogatories.

The action was brought by the owners and the occupiers of No. 12, Percy-street, Tottenham Court-road, against the defendants as occupiers of Nos. 10 and 11 in the same street, for injuries to No. 12 through the negligence and breach of contract of the defendants.

The statement of claim alleged that No. 12 was entitled to support from Nos. 10 and 11; that an agreement had been entered into between the owners of the former house and the defendants, by which the defendants should be at liberty to pull down Nos. 10 and 11 and rebuild those houses at their own expense in accordance with certain plans, sections, and specifications, and execute the works in accordance therewith in the best and most workmanlike manner, and to the satisfaction of the architects and surveyors of the plaintiffs. Certain precautions were to be taken to prevent injury to No. 12. It was then alleged, as breaches of the said agreement, that the works were not executed in the best or most workmanlike manner, nor to the satisfaction of the plaintiffs' architect or surveyor, but were done without the precautions agreed upon, and so negligently and wrongfully, in excavating the ground adjacent to No. 12 and otherwise, that the houses 10 and 11 fell, as a consequence of which the party-wall between 11 and 12 was cracked and partly carried away. It was further alleged that, upon notice from the Metropolitan Board of Works, the defendants rebuilt the said party-wall at unnecessary expense, and claimed £215 as contribution from the plaintiffs, the owners of No. 12, and further, that they rebuilt it so badly that No. 12 became uninhabitable, and the furniture of the tenant was injured by dust and exposure.

The defendants traversed the material allegations in the statement of claim, and delivered interrogatories, certain of which were the subject of the present appeal.

No. 8 asked in what respects the plans, sections, &c., mentioned had been departed from, or the works had not been executed to the satisfaction of the plaintiffs' architect and surveyor, and in the best and most workmanlike manner. Further, as to the absence of precaution to secure the house No. 12, and the excavation of neighbouring ground and removal of support; No. 9 inquired how and where the party-wall had been cracked or carried away; No. 10, in what manner the wall was rebuilt at unnecessary expense, or negligently and insufficiently. No. 11 inquired whether the party-wall was not originally constructed with insufficient foundations and of bad materials, and if it was not full of cracks and fissures previous to the operations complained of.

Certain other of these interrogatories were directed to the condition of No. 12 previous to the pulling down of the neighbouring houses, and the repairs which have been done to it before that time.

To the interrogatories in question the plaintiffs answered:—"We have no personal knowledge of any of the matters inquired after by the said interrogatories. Such information as we have received in respect of the said matters has been derived by us from information procured by our solicitors and their agents in and for the purposes of the present litigation, and we submit that we ought not to be required to make any further answers to the said interrogatories."

Upon the application of the defendants, Mathew, J., in chambers, ordered the plaintiffs to make a further and better answer to the above questions.

* Reported by CHARLES CAGNEY, Esq., Barrister-at-Law.

Moorsom, for the plaintiffs.—The answer is sufficient. The plaintiffs deny that they have any knowledge except such as has been acquired by their solicitors for the purpose of prosecuting the present proceedings: *Lysell* v. *Kennedy* (L. R. 9 App. Cas. 81).

South (*Jelf*, Q.C., with him), for the plaintiffs, relied upon *Bolckhow* v. *Fisher* (L. R. 10 Q. B. D. 730) and *Pavitt* v. *North Metropolitan Tramways Company* (48 L. T. 730).

THE COURT.—The answer is sufficient. It is not a case in which the plaintiffs are to be presumed to have had knowledge of the matters inquired after, whether personally or through their agents or servants previous to and independently of the present proceedings. Any such knowledge is distinctly negatived in the answer. The case is governed by the decision of *Lysell* v. *Kennedy* in the House of Lords.

Appeal allowed, with costs.

Solicitor for the plaintiffs, *Walford*.

Solicitors for the defendants, *Clarke & Calkin*.

May 19.—*Percy* v. *Thomas.*

Judicature Act, 1873, s. 25 (8)—Receiver pending action for trespass.

This was an appeal from an order of Mathew, J., in chambers, granting an *interim* injunction restraining the defendant from interfering with a right of ferry claimed by the plaintiff, pending the hearing of an action brought by the plaintiff to enforce such right.

In the statement of claim it was alleged that the plaintiff enjoyed, under grant from the lord of the manor, the sole right of ferry across the River Tovy from Llansteffaro to Ferryside, in Carnarvonshire. The defendant had infringed the plaintiff's right, and commenced to carry goods and persons for hire between those points. The plaintiff claimed damages for trespass and an injunction.

The defence denied that the plaintiff or any other person had a sole right of ferry at the place in question, and set up that the facilities offered by him were wholly inadequate to the needs of the public.

From the affidavits it appeared that the plaintiff had purchased from the lord of the manor a right of ferry, and employed several boats for the purpose of working it. That the defendant had recently placed a steam-launch upon the river which he was using for hire. That the season of most profit was beginning, and that before the action could be heard the defendant would have taken much traffic from the plaintiff, who would be thrown back upon his chance of recovering the money which he would thus lose by way of damages.

Bell, for the defendant.—An injunction is not to be granted against a man merely because he is poor. The ferry itself will not suffer any diminution of traffic through the defendant working it: *Elwes* v. *Payne* (L. R. 12 Ch. D. 468).

THE COURT varied the order of Mathew, J., and instead of an injunction, ordered that a receiver should be appointed pending the hearing, to receive the moneys earned by the defendant's launch.

May 20.—*Gibson* v. *Sykes.*

Ord. 30, rr. 8, 21.

Failure by defendant to answer interrogatories within four days pursuant to order. Defence struck out by the judge, restored by the court.

This was an appeal from an order made by Butt, J., at chambers, on assize at Leeds, on the 7th of May, ordering that the statement of defence and counter-claim be struck out, and judgment entered for the plaintiff, in consequence of the defendant having failed to comply with an order of May 1, made by the district registrar at Leeds, that the plaintiff should be at liberty to deliver to the defendant interrogatories in writing, to be answered by the defendant before noon on Monday, the 5th of May.

The action was brought for £90, alleged to be due from the defendant to the plaintiff for work and labour done, and materials supplied, and as damages for the breach of a contract concerning the erection of certain dwelling-houses at Leeds. The cause of action accrued in July or August, 1880, and the writ was issued on November 22, 1880. On December 15, 1880, the plaintiff applied in the district registry for judgment under order 14, but unconditional leave to defend was granted to the defendant. The plaintiff delivered a statement of claim on April 10, 1884, and on April 22 the defendant obtained an order extending the time for delivering his defence until the 29th, notice of trial to be given for the ensuing assizes at Leeds, where the commission day was fixed for the 2nd of May. Upon the 29th of April the defence was delivered, and on the 30th the plaintiffs delivered their reply, and gave notice of trial. Upon the 1st of May the district registrar made an order that the plaintiffs should be at liberty to deliver interrogatories to the defendant, which the defendants should answer before noon on the 5th. On the same day the defendant's solicitor gave verbal notice to the plaintiff of an intention to withdraw a plea, setting up that the defendant, having acted as agent for a disclosed principal, was not liable upon the contract, in which case he asserted five of the interrogatories would cease to be relevant. The proposed amendment was not acceded to, and a summons was taken out by the defendant for leave to amend, returnable upon the 6th of May at ten o'clock. This application was not made by the defendant upon the 6th, and upon that day the plaintiff obtained a summons for the following day (May 7) to strike out the defence and counter-claim for the failure of the defendant to answer the interrogatories within the time allowed. At four p.m. upon the 6th of May the defendant filed answers to all the interrogatories, with the exception of

the five referred to above. On the 7th, Butt, J., made the order appealed against, which is set out above.

Channell, for the defendant.

Reginald Brown, for the plaintiff.

The Court considered that, although the defendant had strictly made himself subject to the penalty he had incurred, he had been somewhat harshly treated. It was true that he ought to have appealed against the order which gave him but four days (including a Sunday) to answer the interrogatories, or pointed out to the judge that his delay in answering was due to a misunderstanding as to the amendment of his defence. On the other hand, it did not appear that the plaintiff had suffered irreparably through a delay of twenty-four hours in filing the answers. The judgment should be set aside, and the defence and counter-claim restored, the defendant bringing into court, or giving security for, £90, the amount of the claim.

Appeal allowed. Costs in the cause.

Solicitors for the plaintiff, *Smith & Wilmer*, for *Ford & Warren*, Leeds.

Solicitors for the defendant, *Sharpe & Parker*, for *Weston & Hemmingway*, Leeds.

CASES OF THE WEEK.

Settled Land Act, 1882, s. 58, sub-section 1 (ix.)—Limited Owner—Tenant for Life—Power of Sale.—In a case of *In re Jones*, before the Court of Appeal on the 19th inst., the question arose whether a limited owner of land was entitled to exercise the power of sale given by the Settled Land Act, 1882, to a tenant for life. By the will of a testator, who died in 1877, freehold estates were devised to the trustees (one of whom was G.) for a term of 2,000 years, on trusts for raising certain sums of money, and, subject to the term and to the trusts thereof, the testator devised the estates to the use of three trustees, their heirs and assigns, during the life of G., without impeachment of waste, and from and after the death of G., to the use of each of the sons of the testator's deceased daughter by G., successively, and the assigns of each son, during his life, with remainders over in tail. The testator then declared that the estates were devised to the three trustees, upon trust that they should enter into possession or receipt of the rents and profits of the estates, and during the life of G. continue in such possession and manage the estates as therein mentioned, and generally deal with them as if they were the absolute beneficial owners; and during the life of G., out of the rents and profits, pay the expenses of management and other outgoings, keep down the interest of mortgages, and during the life of G. pay an annuity to the son of the testator's deceased daughter for the time being entitled to the first estate for life next after the death of G., and pay the balance of such rents and profits to G. and his assigns, during his life. Powers of sale and exchange were given to the trustees, to be exercised with the consent of G. during his life. The charges upon the devised estates were very heavy, and up to the time of the application to the court there had been no surplus rents for G. The question was whether G. was entitled to exercise the power of sale given by the Act to the tenant for life. Bacon, V.C., held (L. R. 24 Ch. D. 583) that he was, as being, within sub-section 1 (ix.) of section 58, "a person entitled to the income of land under a trust or direction for payment thereof to him during his own or any other life, whether subject to expenses of management or not, or until sale of the land, or until forfeiture of his interest therein, or bankruptcy or other event." The Court of Appeal (Baggallay, Cotton, and Lindley, L.JJ.) affirmed this decision on substantially the same ground.—Counsel, *Oliver A. Saunders; Marten*, Q.C., and *Northmore Lawrence*. Solicitors, *Tamplin, Taylor, & Joseph; Hunters, Gwatkin, & Haynes*.

Lunacy—Property of Small Amount—Alleged Lunatic—Petition for Application of Income—Opposition by alleged Lunatic—Lunacy Regulation Act, 1862, s. 12—Lunacy Regulation Amendment Act, 1882, s. 3—General Orders in Lunacy, November 7, 1862, rr. 7, 8—Lunacy Orders, 1883, rr. 61, 62.—In a case of *In re Lees*, before the Court of Lunacy on the 17th inst., the question arose whether the provisions of the Lunacy Regulation Act of 1862, which enable the court in cases where a person who is alleged to be a lunatic is entitled to property the value or income of which is below a certain limit (originally fixed by the Act of 1862 at £1,000 value or £50 income, but extended by the Act of 1882 to £2,000 value or £200 income) to make an order for the application of the property or income for the maintenance or benefit of the alleged lunatic, without the necessity of an inquisition in the ordinary way—whether this power extended to, or at any rate ought to be exercised in, a case in which the alleged lunatic opposed the application, denying the lunacy, and adducing medical evidence to show that he was of sound mind. The Court (Baggallay, Cotton, and Lindley, L.JJ.), were of opinion that, even if such a case came literally within the words of the Act, the jurisdiction ought not to be exercised. And they held that the petition must be amended, so as to bring it under the general jurisdiction in lunacy.—Counsel, *Farwell; L. Field*. Solicitors, *Chester, Mayhew, & Co.; Field, Roscoe, & Co.*

Employers' Liability Act, 1880 (43 & 44 Vict. c. 42), s. 8—Employers and Workmen Act, 1875 (38 & 39 Vict. c. 90), s. 10—Person engaged in Manual Labour—Omnibus Conductor.—In the case of *Moryan v. The London General Omnibus Company*, before the Court of Appeal, No. 1, on the 16th inst., the question was whether the plaintiff, an omnibus conductor, was entitled to the benefit of the Employers' Liability Act, 1880. The plaintiff was employed by the defendants at a wage of 4s. per day, paid daily, and was injured by a defect in the omnibus. By section 8 of the Act of 1880, the expression "workman" means "a railway servant and any person to whom the Employers and Workmen Act, 1875, applies." By section 10 of the Act of 1875, "The expression 'workman' does not include a domestic or menial servant, but, save as aforesaid, means any person who, being a labourer, servant in husbandry, journeyman, artificer, handicraftsman, miner, or otherwise engaged in manual labour, . . . has entered into or works under a contract with an employer, whether the contract . . . be express or implied, oral or in writing, and be a contract of service or a contract personally to execute any work or labour." Day and A. L. Smith, JJ., held that the plaintiff was not within the terms of the Act of 1875, and, therefore, not within the Act of 1880 (see report, 32 W. R. 416, L. R. 12 Q. B. D. 201). The plaintiff appealed. The Court (Brett, M.R., Bowen, and Fry, L.JJ.) dismissed the appeal. Brett, M.R., said that the word "otherwise," in section 10 of the Act of 1875, showed that the persons thereinbefore mentioned were engaged in manual labour. Bringing general knowledge to bear on the employment of an omnibus conductor, no one would say that such a person was engaged in manual labour. His real business was to invite people into the omnibus and to take the fares. No one using the ordinary English language would say that that was manual labour. As to the Scotch case of *Wilson v. Glasgow Tramway Company* (5 R. 981), in which it was said to be decided that a tramway conductor was within section 10 of the Act of 1875, the decision was not binding on the court, and he was unable to agree with it. Bowen and Fry, L.JJ., were of the same opinion.—Solicitors, *Macreth, Bramall, & White; Harries, Wilkinson, & Raikes*.

Will—Construction—Forfeiture—Name Clause.—In a case of *Musgrave v. Brooke*, before Pearson, J., on the 14th inst., a question arose as to the validity of a clause of forfeiture in a will. A testatrix by her will devised an estate called L., and there was a clause which provided that all persons who should become entitled to the possession of the rents and profits of the estate should, within one year next after they should become entitled, take upon himself, herself, or themselves, and use in all deeds and writings and upon all other occasions, the surname of Jones, and should apply for a licence from the Crown for that purpose; and that in case any such person or persons should refuse, or neglect, or discontinue to use such surname, then, from and after the expiration of such one year, the estate so limited to him, her, or them so neglecting or refusing should cease and be void, and the estate should immediately thereupon first go to the testatrix's niece C. (if she should be living) and her assigns for her life, and from and after her death to the person or persons next in remainder under the trusts of the will in the same manner as if such person or persons so refusing or neglecting were dead. The testatrix died in 1832. A granddaughter who became entitled to the L. estate, in 1845 married F., and after his death (which took place in 1855) she, in 1866, married R. Under the settlement made on her second marriage R. became, on failure of the issue of the marriage, entitled to all her property absolutely. Neither the granddaughter, nor either of her husbands, ever assumed the name of Jones. The granddaughter died in 1880 without issue. R. survived her, and the question was whether he was entitled to the L. estate. Pearson, J., held that he was. He said that the forfeiture clause was very similar to that in *In re Catt's Trusts* (2 H. & M. 46), in which case Wood, V.C., refused to give effect to the clause because the intention was not clearly and distinctly expressed, and the gift over did not fit the events on which the prior gift was to cease. In the present case his lordship thought it was impossible to put a reasonable construction on the gift over to the person next entitled in remainder, and he held that the clause could not operate, and that there had been no forfeiture.—Counsel, *Everitt*, Q.C., and *Dryden; Cozens-Hardy*, Q.C., and *Mytton; Cookson*, Q.C., and *C. J. Foster Cooke*. Solicitors, *Sedge, Kirby, Millett, & Co.; Clarke, Woodcock, & Ryland*.

Executor—Retainer—Unliquidated Damages.—In a case of *Norton v. Compton*, before Pearson, J., on the 19th inst., a question arose as to an executor's right of retainer under the following circumstances:—By a settlement made on a marriage some furniture of the wife was settled, and power was given to the husband to sell it. But he covenanted that, if he should sell it, he would replace it. He also covenanted to insure his life for £1,500, and the policy-money was to be subject to the trusts of the settlement. He sold some of the furniture, but he did not replace it, and he did not insure his life. He died, having by his will appointed his wife his executrix. There was no issue of the marriage, and the wife became absolutely entitled to the property comprised in the settlement. She, as executrix of her husband, claimed to be entitled to retain out of his estate, in priority to his other creditors, the value of the furniture which he had sold, and the value of the policy of insurance which he ought to have effected on his life. It was objected that both the claims were really in respect of unliquidated damages, and that the right of retainer did not exist in respect of anything but a definite ascertained debt—it did not exist where, as in the present case, an account would have to be taken. Pearson, J., said that he should have thought this argument a sound one, but for the decision of the Court of Appeal in *Morris v. Morris* (L. R. 10 Ch. 68), in which it was held that a surviving partner, who was executor of his deceased partner, had a right to retain assets of his testator in satisfaction of the liability of the testator to the firm, though the amount of that liability could not be ascertained until the partnership accounts were taken. His lordship could not distinguish that case from the present, and, therefore, he must allow the retainer.—

Counsel, *Cozens-Hardy*, Q.C., and *Methold*; *Everitt*, Q.C., and *Seward Brice*. Solicitors, *Carr & Son*; *G. F. Parker & Ponsford*.

Administration Action—Trustee—Costs—Mortgage by Trustee of Beneficial Interest—Impounding of Interest to make good Estate—Right of Mortgagee to Trustee's Costs.—In a case of *King* v. *Picard*, before Pearson, J., on the 19th inst., a curious claim was made by the mortgagee of a beneficial interest, given by a will to a legatee who was also a trustee of the will, to receive the costs allowed to the trustee in an action to administer the testator's estate. Before the commencement of the action the trustee had mortgaged his beneficial interest under the will. On taking the accounts under the administration judgment, it was found that it was necessary to impound his beneficial interest, in order to make good a sum which he owed to the estate, so that there was nothing left for the mortgagee. The mortgagee claimed to be entitled to receive the costs which would, on his making good the sum due from him to the estate, be allowed to the trustee out of the estate. Pearson, J., disallowed the claim. He said that the claim was put in two ways—either that the mortgagee was entitled to be subrogated to the right which the estate would have had to retain his mortgagor's costs, if he did not make good what he owed to the estate; or that the estate had two rights against the mortgagor—a right to impound his beneficial interest and a right to impound his costs; and that, having these two rights, the estate ought to use them in such a way as to benefit the mortgagee—*i.e.*, to take the costs, and to leave the beneficial interest free for the mortgagee. As to the first argument, the subject of the mortgage was simply that which might be coming to the mortgagor on taking the accounts of the estate. The mortgagee, with his eyes open, ran the risk that there might be nothing coming to the mortgagor. The claim against the costs was absolutely *dehors* the mortgage. The costs were paid out of the residuary estate—that which was left after all the other charges had been paid—not out of the beneficial interest. The costs came out of the pocket of the residuary legatee, and of no one else; no equity could be raised in favour of the mortgagee in respect of them. His lordship had left out of consideration any question of the lien or right of the mortgagor's solicitor, for Lord Eldon long ago said that, in adjusting the rights of the parties, the court kept out of consideration altogether the solicitor's lien. That lien did not arise until the rights of the parties had been ascertained. As to the other argument, his lordship demurred to the proposition that the estate had two rights against the trustee. The right of the trustee to receive costs out of the estate did not arise at all until he had made good what was due from him to the estate. His beneficial interest was the fund which must be impounded to make good what was due from him, and, if that was sufficient, the estate had no right against the costs. No authority had been cited in support of the claim, though the case must often have arisen before, and his lordship was very unwilling to create a new equity, which would cause great difficulty in the administration of estates.—Counsel, *Everill*, Q.C., and *H. Terrell*; *Higgins*, Q.C., and *Leyworthy*; *Cookson*, Q.C., and *Sefton Strickland*; *Cozens-Hardy*, Q.C., and *Lovett*; *Warmington*, Q.C., and *E. Ford*; *B. B. Rogers*; *Northmore Lawrence*. Solicitors, *Lumley & Lumley*; *Roy & Cartwright*; *Lewis & Lewis*; *Beyfus & Beyfus*; *Clayton, Sons, & Fargus*.

Practice—Arbitration—Submission made Rule of Court—Taxation of Costs.—In a case of *In re An Arbitration between Clark and the Corporation of Bath*, on the 12th inst., Pearson, J., held, on the authority of *Jones* v. *Jones* (L. R. 14 Ch. D. 593), and *In re Oglesby's Arbitration* (*Weekly Notes*, 1879, p. 151), that when a submission to arbitration is made a rule of court in the Chancery Division, it is not necessary, after the award has been made, to obtain a special order directing the taxation of costs, but that the old common law practice is to be followed, according to which the costs would be taxed as a matter of course under the rule making the submission a rule of court, without any special order for taxation.—Counsel, *Odgers*. Solicitors, *Harvey, Oliver, & Capron*.

Will—Construction—Forfeiture Clause—Garnishee Order.—In a case of *Bates* v. *Bates*, before Pearson, J., on the 14th inst., a question arose as to the operation of a clause of forfeiture. A testator, by his will, directed his trustees, out of certain real estate devised to them, to pay an annuity of £100 to his daughter, but in case she should do or suffer any act or thing which, but for this provision, would deprive her of her right to receive the annuity or any part thereof for her own use and benefit, or, while under coverture, for her sole and separate use and benefit, then the annuity should immediately thereupon cease and sink into the property charged therewith. A judgment creditor of the daughter (who was unmarried) obtained a garnishee order absolute, directing the trustees to pay to him a half-yearly instalment of the annuity, and it was paid to him accordingly. The question was whether the daughter had forfeited the annuity. Pearson, J., held that she had forfeited the annuity from the date of the garnishee order.—Counsel, *H. M. Finch*; *E. Ford*. Solicitors, *Remnant, Pemley, & Grubbe*.

Landlord and Tenant—Covenant by Landlord to Pay all Rates—Water Rates.—In the case of *The Direct Spanish Telegraph Company* v. *Shepherd*, before the Divisional Court (Hawkins, and A. L. Smith, JJ.) on the 19th inst., the question arose as to whether the words "rates and taxes" in a covenant in a lease included water rates. The defendant demised to the plaintiffs certain premises, and covenanted with them to "pay all rates and taxes chargeable in respect of the demised premises." The plaintiffs paid the water rate in respect of the premises, and sued the defendant in the City of London Court, under the covenant, for the amount so paid. The judge gave judgment for the defendant. On appeal, the Divisional Court held that the payment for water was a "rate" within the meaning of the covenant which the landlord had undertaken to pay, and that, therefore, the plaintiffs were entitled to judgment. Solicitors, *Blunt, Tebbs, & Lawford*; *Moon & Gilks*.

SOLICITORS' CASES.

High Court of Justice—Queen's Bench Division.

(Sittings *in Banc* before Grove, J., and Huddleston, B.)

May 19.—*In re Edward Hamilton Parnell, a Solicitor.*

Wills, Q.C. (with whom was *Garth*), applied, on behalf of the Incorporated Law Society, to have a rule *nisi*, obtained against the solicitor calling upon him to show cause why he should not be struck off the rolls, made absolute. He had been employed by the executors and trustees of one Shephard to get in his estate. One of the trustees wished last year to retire from the trust, which involved calling upon Mr. Parnell, the solicitor in question, for an account of the trust funds. After some delay, he wrote to the solicitor then employed by the retiring trustee on the 19th of January last a letter, in which he admitted that he had embezzled the whole of the trust moneys—amounting to some thousands of pounds. The learned counsel, in answer to a question by the court, said that Mr. Parnell had not, as a matter of fact, been prosecuted, as nobody had been found willing to institute criminal proceedings against him.

The Court made the rule absolute, striking Mr. Parnell off the rolls.—*Times*.

(Before A. L. Smith, J., and a Common Jury.)

May 18.—*Wilkins and others* v. *Greer*.

This was an action brought to recover a sum of £373 as the amount of the balance of a bill of costs due to the plaintiffs. The defendant is a widow, and under the will of her deceased husband was entitled to a life interest in his residuary estate to the extent of £150 a year. Some few years back it was found that her trustees had been guilty of breaches of trust, and the plaintiffs had then acted for her in attempting to get the amount of the trust fund from her surviving trustee and the estate of the other, a solicitor, then recently deceased. The defendant had been advised by counsel that the defaulting trustees would be ordered to make good the trust fund and also pay her costs, but as it turned out, only about one-fourth of the amount, £4,000, that the trustees ought to have paid back, had been recovered from them, and she had of course not been able to get her costs. The plaintiffs had acted for Mrs. Greer throughout the proceedings in chancery against the trustees, the business having been almost entirely conducted by a Mr. Fanshawe, subsequently taken by them into partnership, and then one of their managing clerks. He is no longer in partnership with them and was the solicitor who had acted for Mrs. Greer in defending this action. She now, by her statement of defence, denied having retained the plaintiffs, though, when examined on commission, she admitted that she had known that she had been one of the plaintiffs in the chancery action against her trustees, and that that suit had been carried on on her own affidavits and for her benefit.

Murphy, Q.C., and *Candy* appeared for the plaintiffs.

Kemp, Q.C., and *Ringwood* were for the defendant.

At the close of the case, which was virtually undefended, the jury found for the plaintiffs, and

A. L. Smith, J., at once said that he should make an order calling upon Mr. Fanshawe, the solicitor to the defendant, to show cause why, under ord. 65, r. 11, his costs should not be disallowed between solicitor and client, and why he should not further be condemned to pay his client's costs in this action.—*Times*.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 14th inst; Mr. William Beriah Brook in the chair. The other directors present were Messrs. S. Hurry Acker (Norwich), Edwin Hedger, John H. Kaye, William B. Paterson, Philip Rickman, Henry Roscoe, J. Anderson Rose, Sidney Smith, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £360 was distributed in grants of relief, eleven new members were admitted to the association, and other general business was transacted.

We note with pleasure that Sir Thomas Paine has consented to preside at the twenty-fourth anniversary festival of the association, to be held at the Star and Garter Hotel, Richmond, Surrey, on Wednesday, the 18th of June next, at 6 for 6.30 p.m. precisely. The claims upon the funds of this most useful society are annually becoming more numerous, and it is earnestly hoped that, by a united effort throughout the kingdom, the forthcoming festival may prove a means of successfully maintaining and extending the good work of the association.

PROXIES UNDER THE NEW BANKRUPTCY ACT.

The following correspondence has been sent to us for publication:—

"8, Old Jewry, London, E.C., 25th April, 1884.

"The Right Hon. Joseph Chamberlain, M.P., President of the Board of Trade, Whitehall Gardens, S.W.

"Sir,—I desire to call your attention to a serious defect in the Bankruptcy Act, 1883, which, if not remedied, will be productive of great hardship to creditors residing abroad. I refer to the 16th, 17th, and 18th sub-sections of the first schedule to the Act, relative to meetings of creditors.

"The 16th sub-section enacts that every insertion in the proxy shall be in the handwriting of the person giving the same. Now, in the case of a foreigner who does not understand the English language, how can he possibly fill up the proxy in that language? My firm are solicitors for many foreign bankers; we have endeavoured to get over this difficulty by writing out in pencil what they are to write, but they altogether object to having their time taken up by writing the words in English over the pencil marks.

"The 17th sub-section enacts that a creditor can only give a general proxy to his manager or clerk, or any person in his employment. Of course, it would not be worth while for a foreign creditor to send over to England a person in his employment for the purpose of attending a meeting of creditors. The usual practice has been for the creditor to give a proxy to his solicitor in England, or to his general agent there, should he have one; therefore, as this sub-section stands, the foreign creditor is altogether deprived of the power of appointing a general proxy.

"The 18th sub-section enacts that a creditor may give a special proxy to any person to vote at any specified meeting for or against any specific resolution. Now, inasmuch as prior to the meeting of creditors the creditors do not know what the resolution will be, how is it possible that such a special proxy as can practically be of any use can be given? In fact, I think it is quite clear that this sub-section as to special proxies should be altogether repealed. If you will kindly refer to Mr. Wreford, the assistant official receiver, I know that he will bear out what I say.

"I venture to address this letter to you, as I feel sure that you must be most desirous that the Act should work well; and I trust that you will take the above suggestions into your favourable consideration.—I have the honour to be, Sir, your most obedient servant, M. Abrahams."

"Board of Trade, 13th May, 1884.

"Sir,—I am directed by the Board of Trade to acknowledge receipt of your letter of 25th ult., with reference to the provisions of the Bankruptcy Act as affecting the right of creditors resident abroad to appoint proxies at meetings of creditors.

"I am to point out to you in reply, that any creditor may, under schedule 1, sub-section 21, appoint the official receiver of the debtor's estate to be his general or special proxy, and where such appointment is made it will be the duty of the official receiver, generally speaking, to vote upon any question that may arise in accordance with any instructions (general or special) which such creditor may give either in the proxy itself or by separate letter. The provisions of the Bill to which you object were fully discussed when the measure was before Parliament, and deliberately adopted. The principle embodied in them appears to be that discretionary powers of dealing with a debtor's estate should be limited to creditors, and to those persons authorized by them, who by their position might be supposed to be fully acquainted with their views, and capable of accurately representing them, upon any question that might arise, and this view probably commended itself to the Legislature on account of the wide-spread feeling which prevailed regarding the gross abuses to which the previous system had given rise. With regard to your inquiry how a special proxy can be of any use, seeing that the creditors do not know what resolution will be proposed at the meeting, I am to point out that in so far as regards the question of adjudication, or non-adjudication, the appointment of a trustee, the terms of his remuneration, and the appointment of a committee of inspection, a creditor may vote by means of a special proxy, and as to the difficulty alleged to be experienced by foreign creditors in writing the English language, it does not appear to be essential that the proxy should be written in English. Should it prove to be so, the Board of Trade would be prepared to consider any suggestion for extending by rule the requisite privileges to proxies written in a foreign language. In those cases however to which you refer, in which your clients object to the trouble of writing the words in English over pencil marks supplied to them, it would hardly appear that they attach sufficient importance to the fact of their being represented at the meeting to justify special measures on their behalf.

"The Board of Trade believe that when the above circumstances are well understood, the inconvenience you point out will be found to be less than you imagine, and at any rate they are not prepared, without a much larger experience of the working of the Act, to suggest any alterations of a law which was adopted by Parliament after full consideration of the facts of the case.—I am, Sir, your obedient servant,

"J. Smith, Inspector-General in Bankruptcy.

"M. Abrahams, Esq., 8, Old Jewry, E.C."

On the 18th inst., in Parkers bankruptcy, Mr. Registrar Hazlitt ordered that the time allowed by General Rule 173 for the examination and admission or rejection of all proofs of debts tendered, or to be tendered, against the estate, should be extended for three months.

OBITUARY.

MR. RICHARD DAVIS CRAIG, Q.C.

Mr. Richard Davis Craig, Q.C., died at Liss, Hampshire, on the 8th inst., at the age of seventy-three. Mr. Craig was born in 1810. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1834, and practised as an equity draftsman and conveyancer. In 1851 he was made a Queen's Counsel. About fifteen years ago the state of his health necessitated his retirement from practice. Mr. Craig was a bencher of Lincoln's-inn.

MR. THOMAS GLOVER KENSIT.

Mr. Thomas Glover Kensit, solicitor, late clerk to the Skinners' Company, died at his residence, 25, Bruton-street, on the 5th inst., in his ninetieth year. Mr. Kensit, who was one of the oldest solicitors in London, was born in 1794. He was admitted a solicitor in 1816, and he shortly afterwards went into partnership with the late Mr. Gregg, upon whose death he succeeded to the office of clerk to the Skinners' Company, which he held until his retirement from practice in 1878. Mr. Kensit had at that time practised at Skinners' Hall, Dowgate-hill, for over sixty years. He was buried at Mistley, Essex, on the 10th inst., the funeral being attended by the master and other members of the Skinners' Company.

MR. JAMES FREDERICK HORATIO WARREN.

Mr. James Frederick Horatio Warren, solicitor, of Langport, died on the 2nd inst., in his seventy-sixth year. Mr. Warren was born in 1808, and he was admitted a solicitor in 1833. He was the oldest solicitor at Langport, where he had a very extensive practice. He was a perpetual commissioner for Langport, where he held several public appointments. He had been registrar of the Langport County Court ever since the passing of the County Courts Act, 1846, and he was town clerk of Langport, clerk to the borough magistrates, and superintendent registrar for the district. He was also formerly clerk to the Langport Board of Guardians, and to the Langport, Ashcott, and Burrow Bridge Turnpike Trusts. Mr. Warren leaves one daughter. He was buried on the 8th inst.

LEGAL APPOINTMENTS.

Mr. Woodforde Bradon Woodforde, solicitor, of Belper and Ilkeston, has been appointed Registrar of the Derby County Court (Circuit No. 19), and District Registrar under the Judicature Acts, in succession to Mr. George Weller, resigned. Mr. Woodforde was admitted a solicitor in 1877.

Mr. Fairfax Davies, solicitor, of Aylsham, has been appointed Clerk to the Smallburgh Board of Guardians, Assessment Committee, and Rural Sanitary Authority. Mr. Davies was admitted a solicitor in 1878.

Mr. Thomas Upington, Q.C., has been appointed Attorney-General and Prime Minister for the Cape Colony. Mr. Upington was appointed a member of the Executive Council of the Colony in 1858. He is a Queen's Counsel for the Colony, and he sits in the House of Assembly as member for Coleberg. He has previously been in office as Attorney-General.

Mr. Edward Thomas Rice Wood, solicitor, of Rhayader and Llanidloes, has been appointed Registrar of the Rhayader County Court (Circuit No. 28). Mr. Wood is clerk to the county magistrates at Rhayader. He was admitted a solicitor in 1881.

Mr. Charles Diver, solicitor and notary, of Yarmouth, who has been elected President of the Great Yarmouth Law Society for the ensuing year, is clerk to the East and West Flegg Board of Guardians, superintendent registrar, and clerk to the borough magistrates at Yarmouth and the Ormesby School Board. He was admitted a solicitor in 1859.

Mr. Alfred Crick Freeman, solicitor (of the firm of Crick & Freeman), of Maldon, has been appointed Registrar of the Maldon County Court (Circuit No. 38), in succession to Mr. William Codd, resigned. Mr. Freeman is clerk to the Maldon Board of Guardians. He was admitted a solicitor in 1863, and he is in partnership with his uncle, Mr. William Crick, who is clerk of the peace and coroner for the borough of Maldon, and with his younger brother, Mr. John Crick Freeman, who is town clerk of Maldon, and clerk to the Maldon Burial Board.

Mr. Arthur Price, solicitor, of 7, John-street, Bedford-row, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTIONS OF PARTNERSHIPS, &c.

Robert King and Ernest William Peto, solicitors, 16, Abchurch-lane London (King & Peto). March 1. [*Gazette*, May 16.]

Charles Tatham Fearon and John George Griffinhoofe, solicitors, 11, New-inn, Strand. May 17. [*Gazette*, May 20.]

On Tuesday the Standing Committee on Law concluded the consideration of the Law of Evidence in Criminal Cases Bill. The Municipal Elections (Corrupt Practices) Bill will be next taken up.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

May 15.—*Bill in Committee.*

Criminal Law Amendment (passed through Committee).
Colonial Attorneys' Relief.

Bill Read a Third Time.

PRIVATE BILL.—Electric Lighting Provisional Order.

May 16.—*Bills Read a Second Time.*

PRIVATE BILLS.—King's Lynn Dock; Barrmill and Kilwinning Railway.

Bill in Committee.

Elementary Education Provisional Order Confirmation (London).

Bills Read a Third Time.

PRIVATE BILLS.—Clacton-on-Sea Special Drainage District; Severn Bridge and Forest of Dean Central Railway; Kingston-upon-Hull Corporation Water; Swindon, Marlborough, and Andover, and Swindon and Cheltenham Extension Railway Companies Amalgamation; Swindon and Cheltenham Extension Railway; West Ham Local Board.

May 19.—*Royal Assent.*

The Royal Assent was given by Commission to the following Bills:—Freshwater Fisheries; Public Health (Confirmation of Bye-laws); Contagious Diseases (Animals); Oyster and Mussel Fisheries Order Confirmation; Wood-green Congregational Church Marriage Legalization; Electric Lighting Orders Confirmation; London and St. Katharine's Docks Company; Greenock Harbour; Rickmansworth Waterworks; London Hospital; West Lancashire Railway (Capital); Ayr and District Tramways; Highgate Archway; Kensington Public Baths; Scottish Imperial Insurance Company; Scottish Provident Institution; Glasgow Corporation; Great Northern Railway; Longton Extension; Bolton-le-Sands and Warton Reclamation (Extension of Time); Mersey Docks; Dublin (South) City Market (Amendment); Upwell, Outwell, and Wisbeach Railway (Abandonment); Leicester Corporation; North Sea Fisheries (East Lincolnshire) Harbour and Dock; Severn-bridge and Forest of Dean Central Railway (Abandonment); Ayr Bridge; Ayr Harbour Amendment; Belfast Central Railway; Trent Navigation.

Bills Read a Second Time.

PRIVATE BILLS.—Denbighshire and Shropshire Junction Railway; Stalybridge Gas; Manchester, Sheffield, and Lincolnshire Railway (Chester to Connah's Quay); Leominster and Bromyard Railway; Ruthin and Cerrig-y-Druidion Railway.

Bills Read a Third Time.

PRIVATE BILLS.—Plymouth, Devonport, and South-Western Junction and Devon and Cornwall Central Railways.

May 20.—*Bills Read a Second Time.*

PRIVATE BILLS.—Bristol Corporation (Docks Purchase); Water Provisional Orders; Electric Lighting Provisional Order (No. 2); Local Government Provisional Orders (Poor Law).
Colonial Prisoners.

Bills Read a Third Time.

PRIVATE BILLS.—Smith's Trust Estate; Plympton and District Water; Elementary Education Provisional Order Confirmation (London).

HOUSE OF COMMONS.

May 15.—*Bills Read a Third Time.*

PRIVATE BILLS.—Blackpool Railway; Croydon Corporation; Hamilton Court Houses, &c. (No. 2); Lancashire and Yorkshire Railway; London, Brighton, and South Coast Railway; London, Tilbury, and Southend Railway; Trent Navigation.

May 16.—*Bill Read a Second Time.*

Summary Jurisdiction (Repeal, &c.).

Bill Read a Third Time.

PRIVATE BILL.—West Cheshire Water.

New Bills.

Bill to amend the Fisheries (Oysters, Crabs, and Lobsters) Act, 1877 (Mr. SYKES).

Bill to provide for the appointment of an additional Assistant Commissioner of Police of the Metropolis, and for other purposes relating to the Commissioner and Assistant Commissioners of such police (Mr. HIBBERT).

May 19.—*Bills Read a Second Time.*

PRIVATE BILLS.—Swanage Water; Swansea (Corporation) Water; Ventnor Local Board; Electric Lighting Provisional Order (No. 3); Tramways Provisional Orders (No. 4).
Middlesex Registry.
Canal Boats Act (1877) Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Burry Port and North-Western Junction Railway; Cleveland Extension Mineral Railway; Jarrow Corporation; London and South-Western and Metropolitan District Railway Companies; Manchester, Sheffield, and Lincolnshire Railway (Additional Powers); Walker and Wallsend Gas.

May 20.—*Bill in Committee.*

Representation of the People.

Bill Read a Third Time.

PRIVATE BILL.—Metropolitan Railway (Various Powers).

May 21.—*Bill Read a Second Time.*

PRIVATE BILL.—India Rubber, Gutta Percha, and Telegraph Works Company.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, May 26	Mr. Ward	Mr. Jackson	Mr. Farrer
Tuesday 27	Pemberton	Cobby	Teesdale
Wednesday 28	Ward	Jackson	Farrer
Thursday 29	Pemberton	Cobby	Teesdale
Friday 30	Ward	Jackson	Farrer
	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, May 26	Mr. Clowes	Mr. Carrington	Mr. Merivale
Tuesday 27	Koe	Lavie	King
Wednesday 28	Clowes	Carrington	Merivale
Thursday 29	Koe	Lavie	King
Friday 30	Clowes	Carrington	Merivale

The Whitsun Vacation will commence on Saturday, the 31st day of May, and terminate on Tuesday, the 3rd day of June, both days inclusive.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABERDUNA LEAD MINES, LIMITED.—Bacon, V.C., has fixed May 26 at 12 at the Royal Courts for the appointment of an official liquidator

HENSON'S STREET PAVING COMPANY, LIMITED.—Petition for winding up, presented May 9, directed to be heard before Chitty, J., on May 24. Wansey and Bowen, Moorgate st, solicitors for the petitioner

HOLWAY CONSOLS, LIMITED.—Kay, J., has fixed May 28 at 12 at the Royal Courts for the appointment of an official liquidator

IBSTOCK COLLIERY COMPANY, LIMITED.—Bacon, V.C., has fixed May 29 at 12 at his chambers in the Royal Courts for the appointment of an official liquidator

WELLS AND COMPANY, LIMITED.—By an order of Chitty, J., dated May 10, it was ordered that the company be wound up. Wilkinson and Howlett, Bedford st, Covent garden, solicitors for the petitioner

WEST HOLWAY LEAD COMPANY, LIMITED.—Petition for winding up, presented April 19, directed to be heard before Chitty, J., on May 24. Chandler, Bishopsgate st Within, solicitor for the petitioner

[*Gazette*, May 16.]

BWLCH UNITED MINES, LIMITED.—By an order made by Bacon, V.C., dated May 10, it was ordered that the voluntary winding up of the mines be continued. Parkes and Burchell, Queen Victoria st, solicitors for the petitioner

ERA INDUSTRIAL AND GENERAL FIRE INSURANCE COMPANY, LIMITED.—Petition for winding up, presented May 16, directed to be heard before Kay, J., on Friday, May 30. Foster, Gracechurch st, solicitor for the petitioners

LEICESTER CLUB AND COUNTY RACE COURSE COMPANY, LIMITED.—By an order made by Pearson, J., dated May 10, it was ordered that the company be wound up. Montagu, Bucklersbury, solicitor for the petitioner

SOUTH KENSINGTON MUTUAL ELECTRIC LIGHTING AND SUPPLY COMPANY, LIMITED.—Petition for winding up, presented May 19, directed to be heard before Kay, J., on Friday, May 30. Burchell and Co, Sanctuary, Westminster, solicitors for the petitioners

TEMPERANCE AND GENERAL ADVANCE AND INVESTMENT COMPANY, LIMITED.—By an order made by Kay, J., dated May 9, it was ordered that the company be wound up. Bell and Howe, Bishopsgate st Without, solicitors for the petitioner

WALMESLEY, LE TAVERNIER, AND COMPANY, LIMITED.—By an order made by Pearson, J., dated May 10, it was ordered that the voluntary winding up of the company be continued. Dixon, solicitor for the petitioner

[*Gazette*, May 20.]

UNLIMITED IN CHANCERY.

BRENTFORD AND ISLEWORTH TRAMWAYS COMPANY.—Bacon, V.C., has fixed Monday, May 26, at 12, at his chambers in the Royal Courts, for the appointment of an official liquidator

[*Gazette*, May 16.]

CHESTER UNITY BENEFIT BUILDING SOCIETY.—By an order made by Pearson, J., dated May 10, it was ordered that the society be wound up. Chester and Co, Staple inn, agents for Moss and Sharpe, Chester, solicitors for the petitioner

NORTH STAFFORDSHIRE WORKING MAN'S PERMANENT BENEFIT BUILDING SOCIETY.—By an order made by Kay, J., dated May 9, it was ordered that the society be wound up. Eyre and Co, John st, Bedford row, agents for Slaney, Newcastle under Lyme, solicitor for the petitioner

ORIENTAL BANK CORPORATION.—By an order made by Chitty, J, dated May 15, it was ordered that the corporation be wound up. Freshfields and Williams, Bank bldgs, solicitors for the petitioners

WATLINGTON AND PRINCES RISBOROUGH RAILWAY COMPANY.—By an order made by Kay, J., dated May 9, it was ordered that the voluntary winding up of the company be continued. Radcliffes and Co, Craven st, Charing cross, solicitors for the petitioner

[*Gazette*, May 20.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

FENISCOWLES PAPER MILL COMPANY, LIMITED.—The Vice Chancellor has fixed Tuesday, May 27, at 11.30, at 2, Clarence st, Manchester, for the appointment of an official liquidator

[*Gazette*, May 16.]

ABBEY MILL SPINNING COMPANY, LIMITED.—The Vice Chancellor has by an order, dated May 12, appointed Alfred Herbert Pownall, 69, Princess st, Manchester, to be official liquidator

MATACONG AND NORTH WEST AFRICAN COMPANY, LIMITED.—Petition for winding up, presented May 12, directed to be heard before the Vice Chancellor at St George's Hall, Liverpool, on May 26. Parkinson and Hess, Liverpool, solicitors for the petitioners

[*Gazette*, May 20.]

STANNARIES OF DEVON.

LIMITED IN CHANCERY.

DEVON FRIENDSHIP MINING COMPANY, LIMITED.—Petition for winding up, presented May 13, directed to be heard before the Vice Warden at the Prince's Hall, Truro, on Wednesday, May 28, at 11. Hodge and Co, Truro, agents for Vernon and Co, Coleman st, petitioner's solicitors

[*Gazette*, May 20.]

FRIENDLY SOCIETIES DISSOLVED.

CITY OF THE ROCK LODGE, LOYAL ORDER OF ALFREDS, White Horse, King st, Blaenavon, Monmouth. May 13

LEOMINSTER BENEFIT AND FRIENDLY SOCIETY, Six Bells, Leominster, Sussex. May 12

ST. JOHN'S FRIENDLY SOCIETY, Schoolroom, Smallbridge, Lancaster. May 12
[*Gazette*, May 16.]

FRIENDLY SOCIETY, Thatched House Tavern, Brinton, Norfolk. March 22

INDEPENDENT ORDER OF ODD FELLOWS, NORTH MIDDLESEX UNITY, 71, Shacklewell lane, Kingsland. May 17
[*Gazette*, May 20.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

ALDREN, ROBERT, Skerton, Lancaster, Maltster. June 16. Aldren v Aldren, Kay, J. Thompson and Craven, Preston

DOUGLAS, GEORGE, Bayswater terrace, Esq. June 4. De Pledge v Douglas, Pearson, J. Wootton, Fish st hill

DOWNES, WILLIAM JOHN, Tenbury, Worcester, Tailor. June 9. Billingham v Downes, Pearson, J. Clulow, Brierley Hill, Stafford

MARTIN, JOHN BALL, Devonport, Builder. May 30. Osborne v Williams, Pearson, J. Vaughan, Devonport
[*Gazette*, May 2.]

FALCON, Rev THOMAS WILLIAM, Workington, Cumberland. June 6. Falcon v Falcon, Chitty, J. Paisley, Workington

FRANENKNECHT, OSCAR CONRAD CHRISTOPH GUSTAV, Hungerford rd, Holloway, Ornamental Printer. June 11. Graham v Franenknecht, Pearson, J. Pontifex, St Andrew's st, Holborn circus

PASSAVANT, PHILIP WILLIAM, Leeds, Merchant. June 6. Land v Passavant, Chitty, J. Turner, Leeds

PERREN, JOSEPH, jun, Trafalgar st, Walworth rd, Oil Merchant. June 6. Perren v Perren, Chitty, J. Baker, Gray's inn sq

WILLIAMES, ANNA FRANCES PARSLOW BUCKLEY, Pennant, Berriew, Montgomery. May 31. Andrew v Williames, Kay, J. Robbins, Lincoln's inn fields
[*Gazette*, May 9.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

BENN, THOMAS, Leeds, General Dealer. June 30. Middleton and Sons, Leeds

CHESTER, HANNAH, West Riding, York. June 6. Marshall, Durham

COLLARD, CHARLOTTE, Bath. June 12. Gibbs, jun, Bath

COLLINS, JOHN, Church row, De Beauvoir Town, Gent. June 10. Parkes and Burchell, Queen Victoria st

ELLIS, HORACE, Westcott, nr Dorking, Surrey, Farmer. June 14. Down and Scott, Dorking

HAIGH, WILLIAM, Bingley, York, Worsted Manufacturer. Aug 1. Weatherhead and Burr, Bingley

HARDMAN, GEORGE, Bacup, Lancaster, Gent. May 31. Woodcock and Sons, Haslingden

HARRIS, ROBERT, Parkgate, nr Rawmarsh, York, Forgeman. June 9. Harrop, Rotherham

HAWORTH, HANNAH, Wood Hey, nr Ramsbottom, Lancaster. May 31. Wild and Wild, Ramsbottom

HEATH, ANTHONY, Welling, Kent, Licensed Victualler. May 24. Buckland, Kingston on Thames

HEATHER, JAMES, Camden rd, Solicitor. June 1. Heather and Sons, Paternoster row

HEPHERD, ARTHUR EDWARD, Glazebury, Lancaster, Gent. July 31. Ashton and Woods, Warrington

HIGHFIELD, WILLIAM, Audley, Stafford, Innkeeper. June 1. Sherratt, Kidsgrove, Staffordshire

HOLDSWORTH, ELIZABETH MARY JANE, Croydon. June 1. Hughes and Co, Budge row, Cannon st

JERROLD, WILLIAM BLANCHARD, Victoria st, Westminster, Author. June 13. Hughes and Co, Budge row, Cannon st

KIRKLEY, HARRIET, Manchester, Hotel Manageress. June 10. Storer and Co, Manchester

LEWSEY, SAMUEL, Alfred st, Battersea. June 28. Withall and Co, Gt George st, Westminster

LOWE, JOSEPH, Morsy rd, Tollington pk, Gent. June 16. Davis, Basinghall st

NUGENT, GEORGE WILLIAM, Cambridge House, Maida Vale, Esq. June 14. Ward and Co, Gray's inn sq

PAGE, EMILY, Hastings. June 1. Meadows and Elliott, Hastings

PATTINSON, DOROTHY, Beckfoot, nr Kirkby Stephen, Westmorland. May 19. Preston, Kirkby Stephen

SANDERSON, MARY, Stoke Newington. May 31. Sanderson, Sanford pl, Stoke Newington

SLATER, RICHARD, Balderston, Lancaster, Grocer. May 24. Holland and Callis, Blackburn

SQUANCE, MARY, Queen's rd, Dalston. May 23. Stringer, New Romney, Kent

STEWART, WILLIAM, Gorton, Lancaster, Railway Inspector. May 30. Lord and Son, Ashton under Lyne

WRIGHT, GEORGE, St John's Hill, Surrey. July 7. Blewitt and Tyler, Gracechurch bldgs, Gracechurch st
[*Gazette*, May 2.]

ARMITAGE, MARY ELIZABETH, Russell rd, Kensington. July 1. Potter and Co, King st, Cheapside

BANISTER, MARIANNE, Little Earl st, St Martin's lane. June 4. Button and Co, Henrietta st, Covent garden

BRANHAM, WILLIAM, London st, Paddington, Oil and Colourman. June 10. Fox, St Mary's sq, Paddington

BLACK, JOHN, Exeter, Gent. June 4. Button and Co, Henrietta st, Covent grdn

BROWN, WILLIAM, Long Ditton, Surrey, Builder. June 4. Button and Co, Henrietta st, Covent garden

CHARLESWORTH, EDWIN, Sheffield, Licensed Victualler. May 31. Vickers and Co, Sheffield

GANE, GEORGE, Weston super Mare, Gent. June 24. Baker and Co, Weston super Mare

GILLETT, RICHARD FREDERICK, Weston super Mare, Accountant. June 30. Jeans and Morgan, Manchester

HUMPHREYS, ROBERT, Mold, Flint, Gardener. May 26. Roberts, Mold

HUMPHREYS, SARAH, Mold, Flint. May 29. Roberts, Mold

KAY, WILLIAM ROBERT, Aston juxta Birmingham, Gent. June 24. Rooke and Gateley, Birmingham

MARSHALL, ELIAS, Gayton le Marsh, Lincoln, Farmer. June 6. Falkner, Louth

MASSON, FREDERICK, Birmingham, Silversmith. July 24. Taylor, Birmingham

PADDOCK, JOHN, Whittington, Salop, Farmer. June 7. Minshalls and Parry-Jones, Oswestry

PEARSON, MARY, Pontefract, York, Grocer. June 16. Carter and Atkinson, Pontefract

RADFORD, HENRY, Atherstone, Warwick, Gent. June 21. Argyle and Sons, Tamworth

ROBERTS, JOHN GEORGE, Liverpool. June 21. Smith and Son, Liverpool

SMITH, LOUISA KENT HEWES, Gt Yarmouth. May 16. Holt and Ellen, Gt Yarmouth

STOBIE, THOMAS, Dulwich, Pensioner. June 2. Bird, Finsbury pavement

TURTON, CHARLES, Liverpool. June 7. Morecroft and Winstanley, Liverpool

WALSH, JOSEPH, Gillingham, Kent, Esq. June 5. Greathead, Rochester

WODEHOUSE, Rev. PHILIP CAMERON, Teddington. May 30. Frere and Co, Lincoln's inn fields
[*Gazette*, May 6.]

ARMSTRONG, HENRY, Queen's gardens, Bayswater, Esq. June 24. Rivington and Son, Fenchurch bldgs

BEATTIE, ALEXANDER, Porchester terrace, Doctor of Medicine. June 20. Lodge, New ct, Carey st

BOWMAN, JANE, Workington, Cumberland. May 31. Mosley and Dennison, Philpot lane

BRIGHT, RICHARD, Orsett, Essex, Farmer. June 18. Ley and Lake, Carey st, Lincoln's inn

BROWN, ELIZA, Woodstock st, New Bond st. June 10. Goldberg and Langdon, West st, Finsbury circus

BULLER, Sir GEORGE, G.C.B., Bruton st. June 24. Bowlings and Co, Essex st, Strand

CHICHESTER, Rev JAMES HAMILTON JOHN, Arlington Rectory, Devon. June 30. Robinson and Wilkins, King's arms yard

COCKCROFT, DAVID MIDGLEY, Todmorden, York, Surgeon. June 30. Sutcliffe, Hebden Bridge

CRIDLAND, EDWIN, Stradbroke, Suffolk, Chemist. June 4. Southwell and Fry, Saxmundham

FRANKLAND, Sir WILLIAM ADOLPHUS, Gloucester pl, Portman sq, Bart. June 7. Lowe, Temple gdns, Temple

GLASS, CHARLES FAULKNOR, Major. June 20. Lodge, New ct, Carey st

GOOD, FREDERICK, Bridport, Dorset. June 7. Tuckes, junr, Bridport

GREAVES, CHARLES, Cleveden, Somerset, Civil Engineer. June 24. Rivington and Son, Fenchurch bldgs

HEWITT, THOMAS, Grafton Lodge, Kilburn, Esq. June 14. Hewitt, Nicholas lane

JACOBS, HENRY, Sheerness, Diamond Merchant. June 1. Davis, Cork st, Burlington gardens

JACOBS, RACHEL, Maddox st. June 1. Davis, Cork st, Burlington gardens

LEEDHAM, THOMAS, Hoar Cross, Stafford, Yeoman. June 24. Flint and Flint, Uttoxeter

MACLEAN, MARIA, Redcliffe gardens. July 1. Winter and Co, Bedford row

MARCH, WILLIAM, Scarborough, Shipsmith. July 1. Turnbull and Co, Scarborough

MELSON, FANNY, Helperby, York. June 14. Hirst and Capes, Boroughbridge

PROBERT, JANE, Glasbury, Brecon. June 21. Perks, Gloucester

RILEY, HENRY, Hognaston, Derby, Farmer. June 10. Holland and Rigby, Ashbourne, Derbyshire

ROBERTS, JAMES, Wendron, Cornwall, Engineer. May 31. Tyacke, Helston, Cornwall

ROSTRON, HENRY, Ramsbottom, Lancashire, Cotton Spinner. June 14. Grundy, Bury

RUDDACH, Rev JAMES STEUART, Cheltenham, Clerk in Holy Orders. June 7. Church and Co, Bedford row

SLADE, THOMAS, Balham Hill, Surrey, Esq. June 9. Ochme and Summerhays, Gresham House, Old Broad st

SOUTHWELL, Rev GEORGE, Yetminster, Dorset, Clerk. June 6. Brooks, Sherborne

SWANSON, GEORGE, Lucker, Northumberland. May 19. Middlemas, Alnwick

TILLY, CHARLES JOSEPH, Maidenhead, Corn Factor. June 16. Holder, Cheapside

TOWNSEND, EDWARD, Oxford, Manciple of Lincoln College, Oxford. June 10. Walsh, Oxford

WELLS, MICHAEL, Kingston on Thames, Gent. June 16. Wheatly and Son, New inn, Strand

WINKLEY, ABRAHAM, Lichfield, Gent. June 30. Barnes and Russel, Lichfield

YUILL, THOMAS, West End, Hammersmith. June 5. Reed and Reed, Guildhall chbrs, Basinghall st
[*Gazette*, May 9.]

STRATFORD-UPON-AVON, TOWCESTER, AND MIDLAND JUNCTION RAILWAY COMPANY.—The directors invite subscriptions for £160,000, in £10 Five per Cent. Preference Shares at par. The interest is payable half-yearly, on the 30th of September and the 30th of March in each year. The first payment will be made on the 30th of September next. The shares are entitled to five per cent. preferential dividend from the net profits of the Stratford-upon-Avon, Towcester, and Midland Junction Railway, and are further secured by the East and West Junction Railway Company out of their mileage proportion of the receipts, in priority to any payment of interest or dividend on the share and debenture capital of that company, amounting to upwards of £950,000. The line will run from Towcester to Olney, is 11½ miles in length, and will form a railway connecting two points of the Midland system.

SALES OF ENSUING WEEK.

May 26.—Messrs. PRIOR & NEWSON, at the Mart, at 2 p.m., Freehold Estate and Ground Rents (see advertisements, May 10, p. 4).

May 27.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Property (see advertisement, May 10, p. 4).

LONDON GAZETTES.

Bankrupts.

Under the Bankruptcy Act, 1869.

BANKRUPTCIES ANNULLED.

FRIDAY, May 16, 1884.

Semple, Charles, St Ann's rd, Latimer rd, Gent. May 15

TUESDAY, May 20, 1884.

Fookes, Eli, Southsea, Hants, Coal Merchant. May 8

THE BANKRUPTCY ACT, 1883.

RECEIVING ORDERS.

FRIDAY, May 16, 1884.

Clare, Daniel Hunt, Coventry, Warwickshire, Boot Manufacturer, Coventry. Pet May 13. Ord May 13. Exam May 28 at 3

Dibb, Richard, Yeadon, Yorkshire, Mason. Leeds. Pet May 14. Ord May 14. Exam May 28 at 11
Drummond, George Daniel, New Quay, North Shields, Fruiterer. Newcastle on Tyne. Pet May 13. Ord May 13. Exam May 27
Eachus, John Thomas, Holywell, Flintshire, Tallow Chandler. Chester. Pet May 12. Ord May 12. Exam May 29 at 12
Easton, Albert William, Appach rd, Brixton Rise, Builder. High Court. Pet May 14. Ord May 14. Exam June 27 at 11 at 34, Lincoln's inn fields
Engel, Leo, Haymarket, Licensed Victualler. High Court. Pet May 13. Ord May 13. Exam June 27 at 11 at 34, Lincoln's inn fields
Gowenlock, Mary, Oldham, Lancashire, Innkeeper. Oldham. Pet April 30. Ord May 12. Exam June 13 at 12
Henley, George Rice, Swindon, Builder. Swindon. Pet May 13. Ord May 13. Exam June 18 at 12
Heselgrave, Charles Coulam, Dorking, Surrey, Builder. Croydon. Pet May 12. Ord May 12. Exam June 3
Hughes, Thomas William, Clifton, Bristol, Butcher. Bristol. Pet May 14. Ord May 14. Exam June 13 at 12 at Guildhall, Bristol
Kerridge, Shadrach, Wangford, Suffolk, Grocer. Gt Yarmouth. Pet April 29. Ord May 12. Exam May 30 at 10.30 at Townhall, Gt Yarmouth
Land, Rufus, Homesford, Derbyshire, Licensed Victualler. Derby. Pet May 12. Ord May 13. Exam June 21
Lane, Samuel, Skegby, Nottinghamshire, Grocer. Nottingham. Pet May 14. Ord May 14. Exam June 17
Marrison, Edwin James, Radford, Nottingham, Baker. Nottingham. Pet May 3. Ord May 14. Exam June 17
Marsters, Saddleton, St Mary's, Norfolk, out of business. King's Lynn. Pet May 13. Ord May 13. Exam June 9 at 10.30 at Court house, King's Lynn
Mason, John Owen, Ebbw Vale, Monmouthshire, Timekeeper. Tredegar. Pet May 13. Ord May 13. Exam May 26 at 11
Proffitt, George, Bolton, Lancashire, House Decorator. Bolton. Pet May 13. Ord May 13. Exam June 11 at 11
Renshaw, James, Chorlton on Medlock, Lancashire, Joiner. Manchester. Pet May 14. Ord May 14. Exam May 26 at 12
Rogers, Robert, Norton Bavant, Wiltshire, Farmer. Frome. Pet May 13. Ord May 13. Exam June 6 at 12
Russell, Francis Jefferies, Shepton Mallet, Somersetshire, Licensed Victualler. Wells. Pet May 10. Ord May 10. Exam June 17 at 12
Stead, George Henry, Castleford, Yorkshire, Builder. Wakefield. Pet April 21. Ord May 12. Exam May 27
Stimpson, John, Beccles, Suffolk, Shoemaker. Gt Yarmouth. Pet May 2. Ord May 14. Exam May 30 at 10.30 at Townhall, Gt Yarmouth
Taylor, James Frederick, James Wilson, and Elizabeth Wynne, Bolton, Lancashire, Cabinet Makers. Bolton. Pet May 14. Ord May 14. Exam June 11 at 11
Turner, John Yeates, Carnarvon, Boot Dealer. Bangor. Pet May 12. Ord May 12. Exam May 28 at 2.30
Warner, John, Hanley, Staffordshire, Licensed Victualler. Hanley, Burslem, and Tunstall. Pet May 13. Ord May 13. Exam June 18 at 11 at Townhall, Hanley
Wilkinson, William, Skipton, Yorkshire, Innkeeper. Bradford. Pet May 12. Ord May 12. Exam May 23 at 11.
Wooler, Mary, Leeds, Yorkshire, Milliner. Leeds. Pet May 12. Ord May 12. Exam May 28 at 11

The following Amended Notice is substituted for that published in the London Gazette of the 13th May, 1884.

Shand, William Francis, Cannon st. High Court. Pet April 16. Ord May 8. Exam June 24 at 11 at 34, Lincoln's inn fields

FIRST MEETINGS.

Brogden, George, Hull, Grocer. May 26 at 10. Hall of the Hull Incorporated Law Society, Lincoln's-inn bldgs, Bowlalley lane, Hull
Clare, Daniel Hunt, Coventry, Warwickshire, Boot Maker. May 26 at 11. Official Receiver, 46, Jordan Well, Coventry
Cooper, John, junr, Ashford, Kent, Clothier. May 23 at 10. 32, St. George's st, Canterbury
Cornwell, James, Old Ford rd, Bethnal Green, Trimming Maker. May 27 at 11. Carey st, Lincoln's inn
Danbney, Edward Samuel, Nottingham, Timber Merchant. May 21 at 11. Official Receiver, Exchange walk, Nottingham
Dibb, Richard, Yeadon, Yorkshire, Mason. May 26 at 3. Official Receiver, St. Andrew's chbrs, Park row, Leeds
Drummond, George Daniel, North Shields, Fruiterer. May 27 at 12. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Eachus, John Thomas, Holywell, Flintshire, Tallow Chandler. May 27 at 2. Official Receiver, Crypt chbrs, Eastgate row, Chester
Earle, William John, Addlestone, Surrey, Smith. May 23 at 11. 28 and 29 St. Swithin's lane
Fournet, Aristide, Poultry, Optician's Assistant. May 26 at 3. 33, Carey st, Lincoln's inn
Gowenlock, Mary, Oldham, Lancashire, Innkeeper. May 26 at 3. Official Receiver, Priory chmbrs, Union st, Oldham
Kerridge, Shadrach, Wangford, Suffolk, Grocer. May 24 at 3.30. Official Receiver, Queen st, Norwich
Land, Rufus, Homesford, near Wirksworth, Derbyshire, Licensed Victualler. May 23 at 3.30. Official Receiver, St James's chmbrs, Derby
Lindsay, William Mollison, Oudine rd, East Dulwich, Banker's Clerk. May 26 at 11. 33, Carey st, Lincoln's inn
Murgatroyd, Mary, Starbeck, nr Harrogate, Yorkshire, Widow. May 24 at 12. Official Receiver, 17, Blake st, York
Payne, James, Lawrie Park, Sydenham, no occupation. May 23 at 11. Official Receiver, 109, Victoria st, S.W.
Porter, James, Fenchurch st, Merchant. May 30 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Proffitt, George, Bolton, Lancashire, House Decorator. May 27 at 11. 16, Wood st, Bolton
Russell, Francis Jefferies, Shepton Mallet, Somersetshire, Licensed Victualler. May 27 at 1. George Hotel, Shepton Mallet, Somersetshire
Stanway, Richard, Newcastle under Lyme, Staffordshire, Manufacturer of Clothes. May 24 at 1. Queen's Hotel, Manchester
Stead, George Henry, Castleford, Yorkshire, Builder. May 26 at 1.30. Official Receiver, Southgate chmbrs, Southgate, Wakefield
Turner, John Yeates, Carnarvon, Boot Dealer. May 24 at 12. Official Receiver, Crypt chmbrs, Eastgate row, Chester
Warner, John, Hanley, Staffordshire, Licensed Victualler. May 26 at 11.30. Official Receiver, Nelson pl, Newcastle under Lyme
Wilkinson, William, Skipton, Yorkshire, Innkeeper. May 26 at 11. Official Receiver, Ivegate chmbrs, Bradford
Wooler, Mary, Leeds, Milliner. May 26 at 12. Official Receiver, St Andrew's chmbrs, 23, Park row, Leeds

ADJUDICATIONS.

Allen, William, Falmouth, Cornwall, Hotel Keeper. Truro. Pet April 28. Ord May 12
Brans, Peter John, and William Hardill, High st, Borough, Tobacco Manufacturers. High Court. Pet April 29. Ord May 13
Brine, Charles Bentley, Addison terr, Kensington, Stonemason. High Court. Under section 103. Ord May 14
Capes, Robert Freshney, Newark on Trent, Nottinghamshire, Tobacconist. Nottingham. Pet March 27. Ord May 14
Chittenden, William, Exmouth st, Stepney, Oilman. High Court. Pet April 3. Ord May 14
Darby, William, Margate, Licensed Victualler. Canterbury. Pet April 26. Ord May 12
Dawson, John, Leeds, Grocer. Leeds. Pet May 9. Ord May 12
Dixon, William Henry, and Thomas Wilson, Sunderland, Steamship Managers. Sunderland. Pet March 25. Ord May 13
Drummond, George Daniel, New Quay, North Shields, Fruiterer. Newcastle on Tyne. Pet May 13. Ord May 14
Engel, Leo, Haymarket, Licensed Victualler. High Court. Pet May 13. Ord May 13
Graddon, James, Forest Hill, Kent, Engineer. Greenwich. Pet March 31. Ord May 13
Hemmens, Robert, Mansfield, Nottinghamshire, Glass Dealer. Nottingham. Pet March 26. Ord May 14
Hogg, Edward, Artillery lane, Bishopsgate, Leatherseller. High Court. Pet March 27. Ord May 13
Ingle, John Webster, Leeds, Timber Merchant. Leeds. Pet May 9. Ord May 12
Kent, Joseph, Langrickville, Lincolnshire, Farmer. Boston. Pet April 24. Ord May 14
Land, Rufus, Homesford, nr Wirksworth, Derbyshire. Licensed Victualler. Derby. Pet May 12, Ord May 13
Lovatt, Thomas James, Michael Francis Egan, and Antoine Cornelius Van Meeteran, Birmingham, Provision Merchants, Birmingham. Pet Mar 5. Ord May 13
Michell, George Joseph, Metropolitan Poultry Market, Salesman. High Court. Pet April 5. Ord May 14
Miles, James, Wokingham, Berkshire, Carman, Reading. Pet May 3. Ord May 14
Moore, William, Leicester, Tailor. Leicester. Pet April 15. Ord May 13
Nudds, William, Ismalia rd, Wandsworth Bridge rd, Builder. High Court. Pet Mar 18. Ord May 14
Orwin, Leonard Frederick, Sheffield, Yorkshire, Coal Miner. Sheffield. Pet May 2. Grd May 9
Renshaw, James, Chorlton on Medlock, Lancashire, Joiner. Manchester. Pet May 14. Ord May 14
Richards, James, and Henry Richards, Westmoreland terr, Hornsey rd, Cheesemongers. High Court. Pet March 21. Ord May 12
Tonkin, John, St Columb, Cornwall, Bootmaker. Truro. Pet May 8. Ord May 14
Townsend, William, St Mary Cray, Kent, Builder. Croydon. Pet April 4. Ord May 13
Turner, Joseph Brooke, Ladywell, Kent, Commission Agent. Greenwich. Pet April 4. Ord May 13
Warner, John, Hanley, Staffordshire, Licensed Victualler. Hanley. Pet May 13. Ord May 15
Williamson, John, jun, confined in H.M.'s Prison, Coldbath Fields, Middlesex, Road Contractor. High Court. Pet March 19. Ord May 13
Wooler, Mary, Leeds, Milliner, Leeds. Pet May 12. Ord May 12

RECEIVING ORDERS.
TUESDAY, May 20, 1884.

Babb, Charles, Birmingham, Builder. Birmingham. Pet May 15. Ord May 15. Exam June 12
Barrett, John Theophilus, Dudley, Worcestershire, Timekeeper. Dudley. Pet May 13. Ord May 13. Exam June 5 at 11.30
Bratby, George Smith, Derby, Gunsmith. Derby. Pet May 17. Ord May 17. Exam June 21
Browning, Frederick Drake, Torquay, Devonshire, Fish Dealer. Exeter. Pet May 16. Ord May 16. Exam June 5 at 11
Cleavin, John Robert, Leeds, Saddler. Leeds. Pet May 15. Ord May 15. Exam May 28 at 11
Charles, Lewis, Merthyr Tydfil, Grocer. Merthyr Tydfil. Pet May 15. Ord May 15. Exam June 4
Collier, William Payne, South Sydenham, nr Tavistock, Devonshire, Gent. East Stonehouse. Pet May 15. Ord May 15. Exam June 3 at 12
Elliott, Henry, Deal, Grocer. Canterbury. Pet April 28. Ord May 16. Exam May 30
Firth, George, Leeds, Dyer. Leeds. Pet May 15. Ord May 15. Exam May 28 at 11
Friedlaender, Berthold, and Arthur Massey Elsdale, Tyer's Gate, Bermondsey, Leather Merchants. High Court. Pet April 19. Ord May 14. Exam July 11 at 11 at 34, Lincoln's inn fields
Hall, William, Hessle, Yorkshire, Wine Merchant. Kingston upon Hull. Pet May 15. Ord May 15. Exam June 16 at 12 at Court-house, Townhall, Hull
Hunter, Samuel, Goole, Cabinet Maker. Wakefield. Pet May 16. Ord May 16. Exam June 12
Ingle, Robert Hill, Potter's Marston, Leicestershire, Farmer. Leicester. Pet May 16. Ord May 17. Exam June 11 at 10
Jennings, William, and George Henry Jennings, Sutton, Surrey, Builders. Croydon. Pet April 17. Ord May 16. Exam June 3
Keown-Boyd, Richard, residence cannot be ascertained, a Member of the Junior Carlton Club. High Court. Pet April 17. Ord May 16. Exam June 26 at 11 at 34, Lincoln's inn fields
Law, Samuel, Dewsbury, Yorkshire, Fish Dealer. Dewsbury. Pet May 17. Ord May 17. Exam June 10
Linton, John Peirson, Bateman terrace, Richmond rd, West Kensington, Clerk. High Court. Pet May 16. Ord May 16. Exam June 26 at 11 at 34, Lincoln's inn fields
Lock, John, St Leonards on Sea, Sussex, Baker. Hastings. Pet May 16. Ord May 17. Exam June 9
Metcalfe, Thomas, Snaischolme, nr Hawes, Yorkshire, Farmer. Northallerton. Pet May 15. Ord May 15. Exam June 12 at 11.30 at Court house, Northallerton
Moraltini, N. A., Liverpool, out of business. Liverpool. Pet Mar 28. Ord May 15. Exam May 29 at 11
Rowe, C, C., Brompton rd, Jeweller. High Court. Pet March 6. Ord May 15. Exam July 1 at 11 at 34, Lincoln's inn fields
Scarborough, Richard Benjamin, Plumstead, Kent, Builder. Greenwich. Ord under sec 103. Ord May 15. Exam June 10 at 1
Sully, Frederick Robert, Newport, Monmouthshire, Brass Finisher. Newport. Pet May 7. Ord May 16. Exam May 30 at 11
Tobias and Co, Liverpool, Chemical Brokers. Liverpool. Pet April 30. Ord May 16. Exam May 29 at 12
Trueman, John Thomas, Stockton on Tees, Durham, Auctioneer. Stockton on Tees and Middlesborough. Pet May 17. Ord May 17. Exam May 27 at 11 at County Court, Stockton on Tees
Wigglesworth, Alfred, Dewsbury, Yorkshire, out of business. Dewsbury. Pet May 17. Ord May 17. Exam June 10

Note.

The notice of receiving order against Reed, Bowen, and Co (High Court of Justice in Bankruptcy), published in the London Gazette of the 13th instant, should not have appeared, as an order staying proceedings was obtained on that day. The receiving order has since been rescinded and the petition dismissed

FIRST MEETINGS.

Babb, Charles, Birmingham, Builder. May 26 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham

Barrett, John Theophilus, Dudley, Worcestershire, Timekeeper. June 5 at 11. Official Receiver, Dudley

Brans, Peter John, and William Hardill, Borough, Tobacco Manufacturers. May 29 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Browning, Frederick Drake, Torquay, Devonshire, Fish Dealer. May 30 at 4. Queen's Hotel, Torquay

Charles, Lewis, Merthyr Tydfil, Glamorganshire, Grocer. May 29 at 11. Official Receiver, Merthyr Tydfil

Cleavin, John Robert, Leeds, Saddler. May 29 at 11. Official Receiver, St. Andrew's chbrs, 22, Park row, Leeds

Collier, William Payne, South Sydenham, nr Tavistock, Devonshire, Gent. June 3 at 10. Official Receiver, 18, Frankfort st, Plymouth

Darney, Tom, Oxford, Boot Dealer. June 4 at 11.30. Official Receiver, 126, High st, Oxford

Elliott, Henry, Deal, Kent, Grocer. May 28 at 12. Inns of Court Hotel, Holborn

Firth, George, Leeds, Dyer. May 29 at 3. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds

Hall, William, Hessle, Yorkshire, Wine Merchant. May 29 at 11. The Hall of the Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Leeds

Henley, George Rice, Swindon, Builder. May 29 at 2. Official Receiver, 32, High st, Swindon

Hughes, Thomas William, Clifton, Bristol, Butcher. May 28 at 12.30. Official Receiver, Bank chbrs, Bristol

Hunter, Samuel, Goole, Yorkshire, Cabinet Maker. May 28 at 12. Lowther Hotel, Goole

Ingle, Robert Hill, Potter's Marston, Leicestershire, Farmer. May 30 at 3. Official Receiver, 28, Friar lane, Leicester

Lane, Samuel, Skegsby, Nottinghamshire, Grocer. May 27 at 12. Official Receiver, Exchange walk, Nottingham

Marrison, Edwin James, Radford, Nottingham, Baker. May 27 at 11. Official Receiver, Exchange walk, Nottingham

Marstera, Saddleton, Wiggenhall St. Mary, Norfolk, out of business. May 27 at 10.30. Mr. W. B. Whall, Market sq, King's Lynn

Mason, John Owen, Ebbw Vale, Monmouthshire, Timekeeper. May 27 at 12. Official Receiver, Merthyr Tydfil

Metcalfe, Thomas, Snaizeholme, nr Hawes, Yorkshire, Farmer. May 29 at 1. Clay's Station Hotel, Northallerton

Moraitini, N. A., Liverpool, out of business. May 30 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool

Peacock, Thomas, New Church rd, Camberwell, Manufacturer of Children's Clothing. May 30 at 3. 33, Carey st, Lincoln's inn

Renninson, John Frederick, Hyde, Hendon, Horse Dealer. May 30 at 1. 33, Carey st, Lincoln's inn

Renshaw, James, Chorlton-on-Medlock, Joiner. May 28 at 11.30. Official Receiver, Ogden chbrs, Bridge st, Manchester

Rogers, Robert, Norton Bavant, Wiltshire, Farmer. May 28 at 12. Town hall, Warminster, Wiltshire

Sully, Frederick Robert, Newport, Monmouthshire, Brass Finisher. May 30 at 12. Official Receiver, 34, Bridge st, Newport Mon.

Stimpson, John, Beccles, Suffolk, Shoemaker. May 28 at 1. Official Receiver, Queen st, Norwich

Taylor, James Frederick, James Wilson, and Elizabeth Wynne, Bolton, Lancashire, Cabinet Makers. May 28 at 11. The Public Sales Room, Bowker's row, Bolton

ADJUDICATIONS.

Barrett, John Theophilus, Dudley, Worcestershire, Timekeeper. Dudley. Pet May 13. Ord May 15

Charles, Lewis, Merthyr Tydfil, Grocer. Merthyr Tydfil. Pet May 15. Ord May 16

Collier, William Payne, South Sydenham, nr Tavistock, Devonshire, Gent. East Stonehouse. Pet May 15. Ord May 15

Cooper, John, jun, Ashford, Kent, Clothier. Canterbury. Pet March 31. Ord May 17

Dempsey, William Patrick, Elton, Huntingdonshire, Saddler. Peterborough. Pet May 7. Ord May 14

Elliott, Henry, Deal, Grocer. Canterbury. Pet April 26. Ord May 17

Galpin, Parmenas, Beaminster, Dorsetshire, Ironmonger. Dorchester. Pet April 30. Ord May 16

Hall, William, Hessle, Yorkshire, Wine Merchant. Kingston upon Hull. Pet May 15. Ord May 15

Holloway, Thomas, Brighton, Timber Merchant. Brighton. Pet April 23. Ord May 16

Hunter, Samuel, Goole, Cabinet Maker. Wakefield. Pet May 16. Ord May 16

Linton, John Peirson, Bateman ter, West Kensington, Clerk. High Court. Pet May 16. Ord May 16

Lock, John, St Leonard's on Sea, Sussex, Baker. Hastings. Pet May 16. Ord May 17

Marsters, Saddleton, Wiggenhall St Mary's, Norfolk, out of business. King's Lynn. Pet May 13. Ord May 17

Masons, John Owen, Ebbw Vale, Monmouthshire, Timekeeper. Tredegar. Pet May 13. Ord May 15

Metcalfe, Thomas, Snaizeholme, nr Hawes, Yorkshire, Farmer. Northallerton. Pet May 15. Ord May 15

Milborne, William, Bruton, Somersetshire, Tailor. Yeovil. Pet May 2. Ord May 16

Monks, John, Radcliffe, Lancashire, Joiner. Bolton. Pet April 24. Ord May 16

Oxford, Charles, Ipswich, Glover. Ipswich. Pet April 29. Ord May 16.

Peters, Isaac, Carnarvon, Licensed Victualler. Bangor. Pet May 2. Ord May 16

Proffit, George, Bolton, Lancashire, House Decorator. Bolton. Pet May 13. Ord May 17

Richards, John, Llandovery, Carmarthenshire, Chemical Manufacturer. Carmarthen. Pet April 22. Ord May 16

Sargent, Zwingli, Birmingham, Solicitor. Birmingham. Pet April 18. Ord May 17

Stringer, Thomas Gates, Ramsgate, Grocer. Canterbury. Pet May 1. Ord May 16

Walter, Stephen, Pewsey, Wiltshire, Butcher. Swindon. Pet April 26. Ord May 15

West, Isaac, Cwmtillery, Monmouthshire, Grocer. Tredegar. Pet April 22. Ord May 16

White, John, Bristol, Boot Manufacturer. Bristol. Pet April 21. Ord May 17

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